



AGENDA

Victor P. Lopez, Mayor

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

Roy Rodriguez, Council Member
Josie Cervantes, Council Member

WEDNESDAY, APRIL 10, 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 Warrants (044058-044208)
2. Facility Use Application to use the City Property on 9th and Park Blvd. for a Circus on Tuesday, April 30, 2019 requested by the Chamber of Commerce

D. Administration

City Engineer:

3. **SUBJECT:** Project Progress Report by Alfonso Manrique, AM Consulting Engineers, Inc.

Recommendation: Informational Item Only

4. **SUBJECT:** Emergency Water Supply Funding Agreement with State Water Resources Control Board

Recommendation: Council to consider approving Resolution No. 2019-18 Authorizing the City Manager to enter into a funding agreement with the State Water Resources Control Board and Authorizing and Designating the City Manager as the Representative for the Emergency Water Supply Project

5. **SUBJECT:** Senate Bill 1 Project Designation

Recommendation: Council to consider approving Resolution No. 2019-19 Designating a project for the Road Repair and Accountability Act of 2017 and including- the Project in the FY 2019-2020 Budget

Chief of Police:

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

Recommendation: Informational Item Only

Interim City Manager:

7. **SUBJECT:** Water and Wastewater Revenue Sufficiency and Debt Coverage Analysis

Recommendation:

a) Review and Discuss the Water and Wastewater Revenue Sufficiency and Debt Coverage Analysis Report

b) Engage the services of Tuckfield & Associates to begin a Water and Wastewater Rate Study

8. **SUBJECT:** Approval of Real Property Purchase and Sale Agreement between the City of Orange Cove and the Estrada Real Estate Corporation

Recommendation: City Council approve the attached Real Property Purchase and Sale Agreement

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

Recommendation: For Information Only

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.

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. Closed Session

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

J. Reconvene City Council Meeting

K. Adjournment

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

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

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.

REPORT: Mar 29 19 Friday
 RUN: Mar 29 19 Time: 09:43
 Run By: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 03-19 Bank Account: 1010

PAGE: 001
 ID #: FY-DP
 CTL: ORA

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
044058	03/01/19	VFL01	VICTOR P LOPEZ	98.60	.00	98.60	B90301	MILEAGE REIMBURSEMENT
044059	03/01/19	\G004	GARCIA, JAVIER MORENO	53.60	.00	53.60	000B90301	MQ CUSTOMER REFUND FOR GA
044060	03/01/19	\M009	MARTINEZ, NORMA	64.11	.00	64.11	000B90301	MQ CUSTOMER REFUND FOR MA
044061	03/01/19	\R006	RIVERA, TERESA	112.17	.00	112.17	000B90301	MQ CUSTOMER REFUND FOR RI
044062	03/01/19	\S006	SALAZAR, JOSE & ERIKA MAR	74.92	.00	74.92	000B90301	MQ CUSTOMER REFUND FOR SA
044063	03/01/19	\S007	SANTIZ, PEDRO	29.39	.00	29.39	000B90301	MQ CUSTOMER REFUND FOR SA
044064	03/01/19	ACE02	ACE TROPHY	550.67	.00	550.67	41802	ACRYLIC AWARDS
044065	03/01/19	APV01	AMERICAN UNIFORM SERVICE	251.70	.00	251.70	502269906	JANITORIAL SERVICES
044066	03/01/19	ASI00	ASI ADMINISTRATIVE SOLUTI	1072.00	.00	1072.00	146968	MONTHLY MEDICAL ADMIN. FE
044067	03/01/19	BSK01	BSK ASSOCIATES	140.00 74.00 197.00	.00 .00 .00	140.00 74.00 197.00	A903948 A904173 A904330	LAB TESTING LAB TESTING LAB TESTING
Check Total.....				411.00	.00	411.00		
044068	03/01/19	CWS01	CORBIN WILLITS SYSTEM	390.00 1069.75	.00 .00	390.00 1069.75	000B90131 000B90215	WORKED ON GETTING THE CAS ENHANCEMENT SERVICES
Check Total.....				1459.75	.00	1459.75		
044069	03/01/19	REC01	REDEX	162.78	.00	162.78	646191277	EXPRESS MAIL
044070	03/01/19	FGS01	FRUIT GROWERS SUPPLY CO	438.39 438.39 13.24	.00 .00 .00	438.39 438.39 13.24	92027866 92028352 92028697	PEST SURVEIL PEST SURVEIL RAKE LAWN
Check Total.....				890.02	.00	890.02		
044071	03/01/19	FWUA1	FRUIT WATER AUTHORITY	798.98	.00	798.98	112196	MONTHLY SHARE OF TFP/ONE
044072	03/01/19	HAC01	HACH COMPANY	476.74	.00	476.74	11330792	KIT, CHL7 PRE ASSY MAIN, P
044073	03/01/19	HER01	RUDY HERNANDEZ	8030.00	.00	8030.00	03/01/19	FINANCIAL CONSULTING/INTE
044074	03/01/19	LEAL1	LEAL DESIGN & ADVERTISING	70.51	.00	70.51	3027	BUSINESS CARD-BOOKOUT C.
044075	03/01/19	LEB03	LEE CRIPPEN DEMOLITION	349.25	.00	349.25	BP19-0005	DEMOLITION AND BUSINESS L
044076	03/01/19	LOP33	ADRIAN LOPEZ	400.00	.00	400.00	2/25/19	REFUND DEPOSIT EVENT 2/16
044077	03/01/19	MOR34	ALMA L MORRIS	400.00	.00	400.00	02/23/19	REFUND DEPOSIT FOR EVENT
044078	03/01/19	PGH01	PG & E	3826.76 280.98	.00 .00	3826.76 280.98	2/14/19 2/14/2019	#7274346401-7 UTILITIES
Check Total.....				4107.74	.00	4107.74		
044079	03/01/19	PRO21	PROFESSIONAL PRINT & MAIL	418.72	.00	418.72	97319	FEBRUARY 2019 MONTHLY UTY
044080	03/01/19	SGS01	SIGNAL COMMUNICATION SYS.	1792.54	.00	1792.54	113251	2 PHONES
044081	03/01/19	SHA01	SHAPE INCORPORATED	8506.27	.00	8506.27	125193	INFLUENT LOW FLOW PUMP RE
044082	03/01/19	TIN01	THE LINCOLN NATIONAL LIFE	3772.85	.00	3772.85	03/01/19	EMPLOYEES INSURANCE
044083	03/01/19	USB02	US BANK N.A. CM 9705	4122.08	.00	4122.08	03/01/19	1995 WATER SYSTEM IMPROVE
044084	03/04/19	RUB05	RUBALCABA, RACHEL	71.52	.00	71.52	B90304	REIMBURSEMENT OFFICE SUPP
044085	03/04/19	EST10	ESTRADA JOE	36.00	.00	36.00	B90304	REIMBURSEMENT LUNCH PRESS
044086	03/04/19	OCN05	ORANGE COVE HIGH SCHOOL A	1000.00	.00	1000.00	2018-2019	ANNUAL LUCKY RUN 5K
044087	03/07/19	TMO01	TUTTLE & MCCLOSKEY	5636.67	.00	5636.67	32078	PROFESSIONAL SERVICES, REV
044088	03/07/19	CEC00	CECIL F. THOMAS	1360.00	.00	1360.00	3/6/18	PLANNER DUTIES 2/22-3-6/1
044089	03/07/19	APV01	AMERICAN UNIFORM SERVICE	98.23 36.58 98.23 98.23 36.58 62.44 337.37 66.74 50.27	.00 .00 .00 .00 .00 .00 .00 .00 .00	98.23 36.58 98.23 98.23 36.58 62.44 337.37 66.74 50.27	502265235 502265236 502274749 502339911 502339912 502344903 502344904 502344906 502344995	JANITORIAL SERVICES JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICE JANITORIAL SERVICES JANITORIAL SERVICES JANITORIAL SERVICES

REPORT.: Mar 29 19 Friday
 RUN....: Mar 29 19 Time: 09:45
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PAGE: 002
 ID #: PY-DP
 CTL.: ORA

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
044089	03/07/19	APV01	AMERITPRIDE UNIFORM SERVIC	285.12	.00	285.12	510099227	JANITORIAL SERVICES
				285.12	.00	285.12	510099228	JANITORIAL SERVICES
			Check Total.....	1454.91	.00	1454.91		
044090	03/07/19	BSK01	BSK ASSOCIATES	140.00	.00	140.00	A904207	LAB TESTING
				74.00	.00	74.00	A904709	LAB TESTING
				74.00	.00	74.00	A905250	JANITORIAL SERVICE
				74.00	.00	74.00	A905379	LAB TESTING
			Check Total.....	362.00	.00	362.00		
044091	03/07/19	CMM01	CITRUS MINI-MART	1313.42	.00	1313.42	1190	GASOLINE
044092	03/07/19	FGS01	FRUIT GROWERS SUPPLY CO	444.31	.00	444.31	92033670	JANITWEED CHEMICAL SUPPLY
044093	03/07/19	FOO02	FOOTHILL AUTO TRUCK & AG	-94.49	.00	-94.49	843546G	PMF CREDIT- 12/11/17
				-50.00	.00	-50.00	857010C	INV. CREDIT
				.77	.00	.77	862936	BOIT, NUTS
				17.22	.00	17.22	863274	DAMPER DIAPHRAM
				2.90	.00	2.90	863283	NAPA 3QT
				4.85	.00	4.85	863350	SUPER FUNNEL
				39.92	.00	39.92	863374	RED N TRACKY GREASE , GRE
				31.37	.00	31.37	863389	SCREWS
				34.97	.00	34.97	863398	PROPANE FUEL
				5.81	.00	5.81	863513	NAPA QUART 5W20
				11.32	.00	11.32	863521	PWR STRENGTHENING FL-QUART
				16.91	.00	16.91	863522	BLADE
				11.99	.00	11.99	863523	LUCAS PWR STR STOP LK
				14.77	.00	14.77	863550	DOUBLE SIDES KEY
				21.53	.00	21.53	863587	CABLE TIE
				5.17	.00	5.17	863661	AA CLINIC WIPES
				95.17	.00	95.17	863668	OIL FILTER, AIR FILTER
				53.65	.00	53.65	863669	OIL FILTER, AIR FILTER
				-.77	.00	-.77	864087C	CR ON INV. 8862936
				6.94	.00	6.94	864216	ROYAL BL.
				29.00	.00	29.00	864359	PROPANE FUEL
				2.90	.00	2.90	864466	NAPA QUART 5W30
				15.59	.00	15.59	864586	PAINT
			Check Total.....	277.49	.00	277.49		
044094	03/07/19	GAT02	GATEWAY ENGINEERING, INC.	8687.50	.00	8687.50	18-026-01	PROV18-026 ADAMS-CENTER T
				2550.00	.00	2550.00	18-027-01	PRELIMINARY ENGINEERING T
			Check Total.....	11237.50	.00	11237.50		
044095	03/07/19	METRO	METRO UNIFORM	57.18	.00	57.18	187081	UNIFORM ALLOWANCE
				33.00	.00	33.00	187739	UNIFORM ALLOWANCE
				88.22	.00	88.22	187809	UNIFORM ALLOWANCE
			Check Total.....	178.40	.00	178.40		
044096	03/07/19	MTU01	MTU TECHNOLOGIES INC	3382.55	.00	3382.55	10572	PROTEK 301 APPROXIMATELY
044097	03/07/19	O'R01	O'REILLY AUTOMOTIVE, INC.	122.27	.00	122.27	581711640	OIL, LUBE AND FILTERS
044098	03/07/19	OCT81	ORANGE COVE TIRE SERVICE	472.19	.00	472.19	22875	ROTORS,BRAKES,OIL CHANGE
				428.88	.00	428.88	22883	UNIT 15-05 BRAKES / ROTOR
				73.00	.00	73.00	22896	UNIT 15-04 MOUNT NEW TIRE
				362.05	.00	362.05	22897	DECECTIVE BLK IMPALA-NEW
			Check Total.....	1336.12	.00	1336.12		
044099	03/07/19	SGE01	PG & E	20.37	.00	20.37	02/22/19	UTILITIES
044100	03/07/19	PRO21	PROFESSIONAL PRINT & MAIL	181.98	.00	181.98	97418	FINAL NOTICE -(2ND) FEBRU
044101	03/07/19	RIO06	BULALIA RIOFRIO	500.00	.00	500.00	03/05/19	REIMBURSEMENT EVENT DEPOS
044102	03/07/19	RIV04	RIVERA JUAN	89.54	.00	89.54	50872	REIMBURSEMENT FOR CABLE K
044103	03/07/19	ROB01	ROBERSON PLUMBING	232.66	.00	232.66	9883	SERVICE REPIAR - URINAL L
044104	03/07/19	STR00	STRADLING YOECA CARLSON &	1830.00	.00	1830.00	351094-00	PROF. SERVICES-REVIEW SIN
044105	03/07/19	TM001	TUTTLE & MCGLOSKEY	8262.50	.00	8262.50	32246	PROFESSIONAL SERVICES RE
044106	03/07/19	UWB01	UNWIRED BROADBAND	499.99	.00	499.99	00653097	COMMUNICATION
044107	03/08/19	DS001	DIANA GUERRA SILVA	185.46	.00	185.46	2/8/19	MEDICAL REIMBURSEMENT
044108	03/08/19	FOC02	FRIENDS OF ORANGE COVE AN	4750.00	.00	4750.00	3/1/19	PER CONTRACT FOR 1/2 OF 2
044109	03/08/19	MER00	MERCADO, RICHARDO	975.00	.00	975.00	105	PROFESSIONAL SERVICES DUD

REPORT: Mar 29 19 Friday
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CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 03-19 Bank Account: 1010

PAGE: 003
 TO: PY-OP
 CPL: CRA

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
044110	03/12/19	HER01	RUDY HERNANDEZ	630.59	.00	630.59	B90312	MEETING W/RECLAMATION MID
044111	03/12/19	IUD00	IUD00 LOCAL 39	671.52	.00	671.52	FEB 2019	DUES
044112	03/12/19	SIM00	SIMON & HOWER, INC	5000.00	.00	5000.00	94	APPRAISAL REPORT APR 005-
044113	03/12/19	VFL01	VICTOR F LOPEZ	49.88	.00	49.88	3/12/19	MILEAGE REIMBURSEMENT
				34.88	.00	34.88	3/12/19	MEDICAL REIMBURSEMENT
			Check Total.....	84.76	.00	84.76		
044114	03/12/19	ASI00	ASI ADMINISTRATIVE SOLUTI	1180.54	.00	1180.54	3/12/19	MEDICAL CHECK RUN
				3464.67	.00	3464.67	03/08/19	MEDICAL CHECK RUN
				1347.40	.00	1347.40	26-FEB-19	CHECK RUN FEB. 26
			Check Total.....	6000.61	.00	6000.61		
044115	03/12/19	JT200	JT2 INC.	139830.88	.00	139830.88	55253	TC-AMCE-SCHOOL CROSSING S
044116	03/13/19	FD001	PERNA'S DISPOSAL	47791.59	.00	47791.59	FEB 2019	UTILITY ACCOUNTING FOR FD
044117	03/15/19	ALH01	SPARKLETT'S	115.77	.00	115.77	030119	WATER AND EQUIPMENT RENTA
				30.04	.00	30.04	03-01-19	WATER SERVICE AND EQUIPME
			Check Total.....	145.81	.00	145.81		
044118	03/15/19	AMCE1	AM CONSULTING ENGINEERS,	3058.39	.00	3058.39	201-5	PROJECT# 201-WATER GENERA
				1310.00	.00	1310.00	209-5	PROJECT #209SITE PLAN REV
				546.00	.00	546.00	215-3	PROJECT# 215-AMSC CONFERE
				304.50	.00	304.50	216-1	PROJECT #216-CALRECYCLE C
			Check Total.....	5210.89	.00	5210.89		
044119	03/15/19	APV01	AMERIPRIDE UNIFORM SERVIC	62.44	.00	62.44	502349321	JANITORIAL SERVICE
				124.58	.00	124.58	502349322	JANITORIAL SERVICE
				66.74	.00	66.74	502349328	JANITORIAL SERVICE
				118.40	.00	118.40	502349337	JANITORIAL SUPPLIES
				46.54	.00	46.54	502349338	JANITORIAL SERVICE
				183.74	.00	183.74	510102194	JANITORIAL SERVICE
				183.74	.00	183.74	510102195	JANITORIAL SERVICE
			Check Total.....	786.18	.00	786.18		
044120	03/15/19	ASI00	ASI ADMINISTRATIVE SOLUTI	1103.50	.00	1103.50	149102	MONTHLY MEDICAL ADMIN.
044121	03/15/19	ATM01	AT&T MOBILITY	2182.75	.00	2182.75	X02242019	COMMUNICATION
044122	03/15/19	BMI01	BADGER METER, INC	418.32	.00	418.32	80030070	SERVICE FOR FEBRUARY 2019
044123	03/15/19	BOR01	BUREAU OF RECLAMATION	4139.38	.00	4139.38	14-06-200	CONTRACT PAYMENT
044124	03/15/19	BSK01	BSK ASSOCIATES	140.00	.00	140.00	A905729	LAB TEST
				197.00	.00	197.00	A905885	LAB TESTING
				74.00	.00	74.00	A906001	LAB TESTING
			Check Total.....	411.00	.00	411.00		
044125	03/15/19	CLB01	CORRELLOGIC SOLUTIONS, LLC.	300.00	.00	300.00	30411400	REALQUEST
044126	03/15/19	COL10	COLONIAL LIFE	934.12	.00	934.12	4180949	EMPLOYEES INSURANCE
				-934.12	.00	-934.12	4180949u	CK# 044126 Reversed
				80.14	.00	80.14	03/07/19	EMPLOYEES INSURANCE
				-80.14	.00	-80.14	03/07/19u	CK# 044126 Reversed
			Check Total.....	.00	.00	.00		
044127	03/15/19	D&D01	D & D SERVICES INC	205.00	.00	205.00	49596	ANIMAL DISPOSAL -FEB. FEE
044128	03/15/19	DAP01	DODSON'S AUTO PARTS	21.50	.00	21.50	46096	BOLTS, SUPPLIES FOR STOP
				11.86	.00	11.86	46245	OIL
				8.62	.00	8.62	46246	STREET SIGNS
				11.82	.00	11.82	46257	TIRE KIT REPAIR
			Check Total.....	53.80	.00	53.80		
044129	03/15/19	DLC01	DIXON'S LUMBER CO	75.84	.00	75.84	10720148	BULB 2PK
				54.74	.00	54.74	10729311	BULB LET
				16.22	.00	16.22	10730308	SINGLE CUT KEY
			Check Total.....	146.20	.00	146.20		
044130	03/15/19	DOJ01	DEPARTMENT OF JUSTICE	128.00	.00	128.00	356204	JANUARY 2019-FINGERPRINTS
044131	03/15/19	FGS01	FRUIT GROWERS SUPPLY CO	650.00	.00	650.00	92032528	PEST SURVEY, PEST TREEVI
				438.39	.00	438.39	92033844	PEST SURVEY

REPORT: Mar 29 19 Friday
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CITY OF ORANGE COVE
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
Check Total.....				1088.39	.00	1088.39		
044132	03/15/19	FWU01	FRIANT WATER AUTHORITY	1086.00	.00	1086.00	112243	MONTHLY SHARE OF FRC CONV
044133	03/15/19	HER01	RUDY HERNANDEZ	8030.00	.00	8030.00	26	FINANCIAL CONSULTING/INTE
				-8030.00	.00	-8030.00	26u	Ch# 044133 Reversed
Check Total.....				.00	.00	.00		
044134	03/15/19	JIM16	MARIA JIMENEZ	450.00	.00	450.00	03/09/19	DEPOSIT FOR EVENT 3/9/19
044135	03/15/19	O'R01	O'REILLY AUTOMOTIVE, INC.	16.49	.00	16.49	581711666	OIL AND LUBE AND FILTER
044136	03/15/19	OCT91	ORANGE COVE TIRE SERVICE	186.00	.00	186.00	22192	DOG FOOD
				186.00	.00	186.00	22820	DOG FOOD
Check Total.....				372.00	.00	372.00		
044137	03/15/19	PGE01	PG & E	18548.01	.00	18548.01	03/07/19	UTILITIES
044138	03/15/19	FIT01	FITNEY BOWES GLOBAL FINAN	255.84	.00	255.84	310294640	EQUIPMENT LEASE
044139	03/15/19	PRICE	PRICE FAIG & COMPANY	2400.00	.00	2400.00	14714	PROFESSIONAL SERVICE
044140	03/15/19	RAB01	RICHARD A. BLAK, END	400.00	.00	400.00	02/02/19	PROFESSIONAL SERVICES
044141	03/15/19	RUG01	ROSENOW SEEVACER GROUP	1620.00	.00	1620.00	1004443	RSG1504-SUCCESSOR AGENCY
				355.00	.00	355.00	1004444	RSG1505-HOUSING SUCCESSOR
				2478.75	.00	2478.75	11004470	HOUSING SUCCESSOR SERVICE
Check Total.....				4453.75	.00	4453.75		
044142	03/15/19	SEB01	SELECT BUSINESS SYSTEMS	129.35	.00	129.35	270362	MONTHLY METER RATE
044143	03/15/19	ST.01	ST. ISIDOR CATHOLIC CHURCH	400.00	.00	400.00	03/03/19	REFUND DEPOSIT FOR EVENT
044144	03/15/19	TGO02	THE GAS COMPANY	1397.36	.00	1397.36	03052019	UTILITIES
044145	03/15/19	TOF01	THE OFFICE CITY	144.64	.00	144.64	IN1560971	PAPER COPY PAPER 4 BOXES
044146	03/15/19	VIL21	MARIA VILLICANA	400.00	.00	400.00	3/11/19	DEPOSIT FOR EVENT ON 03/2
044147	03/15/19	VPL01	VICTOR P LOPEZ	26.22	.00	26.22	B90315	REIMBURSEMENT FOR MILEAGE
044148	03/15/19	VSP01	VISION SERVICE PLAN -CA)	1062.26	.00	1062.26	3/1/19	VISION INS, MARCH 2019
044149	03/15/19	WEE01	W&E ELECTRONIC	71.88	.00	71.88	1902010	600V RK5 TD FUSE 60A
044150	03/15/19	HER01	RUDY HERNANDEZ	8000.00	.00	8000.00	319-26	FINANCIAL CONSULTING/INTE
				-8000.00	.00	-8000.00	319-26u	Ch# 044150 Reversed
Check Total.....				.00	.00	.00		
044151	03/15/19	HER40	HERRERA RAFAEL	113.73	.00	113.73	031419	REIMBURSEMENT FOR CASE AN
				-113.73	.00	-113.73	031419u	Ch# 044151 Reversed
Check Total.....				.00	.00	.00		
044152	03/15/19	HER01	RUDY HERNANDEZ	8000.00	.00	8000.00	H319-26	FINANCIAL CONSULTING/INTE
044153	03/15/19	HER40	HERRERA RAFAEL	113.73	.00	113.73	B90315	REIMBURSEMENT FOR CASE AN
044154	03/15/19	ROO01	TARGET RIGHT ADVISORY	51063.98	.00	51063.98	B90310	PROFESSIONAL SERVICES CSP
044155	03/15/19	ROO01	ROY RODRIGUEZ	101.00	.00	101.00	B90310	REIMBURSEMENT FOR MEDICAL
044156	03/19/19	PAL03	JAMES G. PALMER	3000.00	.00	3000.00	3741	PO #211-90001 2 APPRAISA
				3000.00	.00	3000.00	3742	PO #211-90001 2 APPRAISA
Check Total.....				6000.00	.00	6000.00		
044157	03/20/19	CEC90	CECIL F. THOMAS	1440.00	.00	1440.00	03/20/19	PROFESSIONAL SERVICES PLAN
044158	03/20/19	HER01	RUDY HERNANDEZ	235.25	.00	235.25	2/28/19	PER DIEM FOR MILEAGE ONLY
044159	03/21/19	ACE02	ACE TROPHY	91.79	.00	91.79	41902	ARCYLIC -MONROY
044160	03/21/19	AFLAC	AFLAC	546.38	.00	546.38	858526	EMPLOYEE INSURANCE
044161	03/21/19	AMCE1	AM CONSULTING ENGINEERS,	6904.63	.00	6904.63	207-6	PROJECT# 207-2015 ATP SCH
				1648.00	.00	1648.00	217-2	PROJECT #217-HE UPDATE
				2808.00	.00	2808.00	219-1	PROJECT #219 COMMUNITY SE
Check Total.....				11260.63	.00	11260.63		
044162	03/21/19	APV01	AMERIPRIDE UNIFORM SERVIC	120.10	.00	120.10	502349329	JANITORIAL SERVICES

REPORT: Mar 29 19 Friday
 RUN....: Mar 29 19 Time: 09:45
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing For 03-19 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
044162	03/21/19	APV01	AMERITPRIDE UNIFORM SERVIC	62.44	.00	62.44	502354145	JANITORIAL SERVICE
				577.48	.00	577.48	502354146	JANITORIAL SERVICE
				66.74	.00	66.74	502354152	JANITORIAL SERVICE
				127.53	.00	127.53	502354157	JANITORIAL SERVICE
			Check Total.....	954.29	.00	954.29		
044163	03/21/19	ATTM1	AT&T MOBILITY	491.59	.00	491.59	X02192019	COMMUNICATION #2072072015
044164	03/21/19	BQR01	BSK ASSOCIATES	140.00	.00	140.00	A905368	LAB TEST
				140.00	.00	140.00	A905089	LAB TESTING
				110.00	.00	110.00	A906106	LAB TEST
				74.00	.00	74.00	A906505	LAB TEST
				74.00	.00	74.00	A906523	JANITORIAL SERVICE
			Check Total.....	538.00	.00	538.00		
044165	03/21/19	COL10	COLONIAL LIFE	853.98	.00	853.98	-0201547	EMPLOYERS INSURANCE
				-853.98	.00	-853.98	-0201547n	Ck# 044165 Reversed
				853.98	.00	853.98	4180949	EMPLOYERS INSURANCE
				-853.98	.00	-853.98	4180949n	Ck# 044165 Reversed
			Check Total.....	.00	.00	.00		
044166	03/21/19	CSJVR	CENTRAL SAN JOAQUIN VALLE	39609.00	.00	39609.00	2019 0246	WORKERS COMPENSATION PROG
				18525.00	.00	18525.00	2019-0246	LIABILITY PROGRAM / WORKE
			Check Total.....	58134.00	.00	58134.00		
044167	03/21/19	DEL01	DEL BOSQUE MARIA ERMELIND	16.57	.00	16.57	02072019	UTILITIES
044168	03/21/19	DLE01	DE LAGE LANDEN PUBLIC FIN	3798.02	.00	3798.02	62026998	COPYER LEASE
044169	03/21/19	FOO02	FOOTHILL AUTO TRUCK & AG	161.08	.00	161.08	865078	PARTS-HYD COUPLER
044170	03/21/19	FWU01	FRIANT WATER AUTHORITY	1939.44	.00	1939.44	112270	WATER PURCHASE MONTHLY SH
044171	03/21/19	KRVH1	KINGS RIVER VETERINARY	116.75	.00	116.75	27891	OPERATING EXP. ANIMAL CON
044172	03/21/19	OCL02	ORANGE COVE LIQUOR	2768.57	.00	2768.57	FEB. 2019	GASOLINE
044173	03/21/19	PG001	PG & E	586.55	.00	586.55	03/10/19	UTILITIES
				99.79	.00	99.79	03072019	UTILITIES
			Check Total.....	686.34	.00	686.34		
044174	03/21/19	PRO21	PROFESSIONAL PRINT & MAIL	419.16	.00	419.16	97745	MARCH 2019 UTILITY BILLS
044175	03/21/19	SUP03	SUPERIOR POOL PRODUCTS LL	1068.20	.00	1068.20	Q2004912	CHLORINE FOR WTP SERVICE
044176	03/21/19	SVAN1	SIERRA VIEW ANIMAL HOSPI	674.28	.00	674.28	120048	ANNUAL VACCINE
				19.25	.00	19.25	121343	ANNUAL PHYSICAL EXAMINATI
				64.50	.00	64.50	121010	ANNUAL VACCINE
			Check Total.....	758.03	.00	758.03		
044177	03/21/19	TIM01	TIM LINGOLIN NATIONAL LIFE	3558.55	.00	3558.55	04012019	EMPLOYERS INSURANCE
044178	03/21/19	USB02	US BANK N.A. CM 9705	4122.08	.00	4122.08	04012019	1995 WATER SYSTEM IMPROVE
044179	03/21/19	WILL6	WILLIAM	6332.50	.00	6332.50	00329060	BUILDING INSPECTOR
044180	03/21/19	YAM01	YAMABE & HORN ENGINEERING	450.00	.00	450.00	41826	17-102 2017 ORANGE COVE G
044181	03/21/19	FLO00	FLORENZ CONSTRUCTION	1950.00	.00	1950.00	FEB 28 19	ADA RAMP - MEASURE C
044182	03/22/19	EST10	ESTRADA JOE	517.27	.00	517.27	22514001	MEDICAL REIMBURSEMENT
044183	03/22/19	HER01	RUDY HERNANDEZ	880.00	.00	880.00	31519	FINANCIAL CONSULTING AND
044184	03/22/19	MER00	MERCADO, RICARDO	975.00	.00	975.00	106	PROFESSIONAL SERVICES BUD
044185	03/22/19	COL10	COLONIAL LIFE	853.98	.00	853.98	4180949-	EMPLOYMENT INSURANCE
044186	03/25/19	DG001	DIANA GUERRA SILVA	170.00	.00	170.00	B90325	2019 WELLS CONFERENCE
044187	03/25/19	JOS02	JOSIE CERVANTES	792.29	.00	792.29	B90325	2019 WELLS CONFERENCE
044188	03/25/19	LOP16	DAVID LOPEZ	148.00	.00	148.00	B90325	2019 WELLS CONFERENCE
044189	03/25/19	ROD40	RODRIGUEZ, ESPERANZA	83.00	.00	83.00	B90325	2019 WELLS CONFERENCE
044190	03/25/19	VFL01	VICTOR F LOPEZ	792.29	.00	792.29	B90325	2019 WELLS CONFERENCE
044191	03/25/19	RR001	ROY RODRIGUEZ	71.78	.00	71.78	B90325	MEDICAL REIMBURSEMENT

REPORT: Mar 29 19 Friday
 RUN...: Mar 29 19 Time: 09:45
 Run By: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 03-19 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
044192	03/25/19	JOS02	JOSIE CERVANTES	117.00	.00	117.00	03/25/19	MEDICAL REIMBURSEMENT
044193	03/26/19	VPL01	VICTOR F LOPEZ	71.13 18.99	.00 .00	71.13 18.99	32619 3/26/19	MILEAGE REIMBURSEMENT MEDICAL REIMBURSEMENT
Check Total.....				90.12	.00	90.12		
044194	03/27/19	DGD01	DIANA GUERRA SILVA	259.00	.00	259.00	B90327	MEDICAL REIMBURSEMENT
044195	03/28/19	EST10	ESTRADA JOE	976.00	.00	976.00	B90328	LAST PAYROLL CHECK 3/25-2
044196	03/28/19	EST10	ESTRADA JOE	4742.44	.00	4742.44	C90329	RESIGN CHECK VAC, SICK AND
044197	03/28/19	CEC00	CECIL T. THOMAS	800.00	.00	800.00	3/28/19	CONTRACT PLANNER DUTIES 3
044198	03/28/19	HER01	RUDY HERNANDEZ	8030.00	.00	8030.00	28	FINANCIAL CONSULTING/INTN
044199	03/28/19	IUC00	IUCO LOCAL 39	671.52	.00	671.52	B90328	UNION DUES FOR MARCH 2019
044200	03/28/19	APV01	AMERIPRIDE UNIFORM SERVIC	98.23 60.02	.00 .00	98.23 60.02	502349335 502349336	JANITORIAL SERVICE JANITORIAL SERVICE
Check Total.....				158.25	.00	158.25		
044201	03/28/19	CMC03	COMMUNITY MEDICAL CENTER	175.00	.00	175.00	1393	PROFESSIONAL SERVICE
044202	03/28/19	CVT02	CENTRAL VALLEY TOXICOLOGY	78.00	.00	78.00	287394	PROFESSIONAL SERVICE
044203	03/28/19	DEL01	DEL BOSQUE MARIA ERMELIND	17.60	.00	17.60	03012019	UTILITIES ACCT #427611190
044204	03/28/19	FCH01	FRESNO COUNTY TREASURER	11781.01	.00	11781.01	8016339	DISPATCHING SERVICES - MAR
044205	03/28/19	FEC01	FEDEX	144.89	.00	144.89	127124035	OVERNIGHT SHIPPING
044206	03/28/19	QUI05	QUIL CORPORATION	177.52 14.57 47.57	.00 .00 .00	177.52 14.57 47.57	5445205 5550974 5585456	COPY PAPER, FILE FOLDERS, COPY PAPER OFFICE SUPPLIES
Check Total.....				239.66	.00	239.66		
044207	03/28/19	SHR01	SHRED-IT USA- FRESNO	40.00	.00	40.00	812680509	SHREDDING SERVICES
044208	03/28/19	UNB01	UNWIRED BROADBAND	300.60	.00	300.60	00659460	INSTALLATION
Cash Account Total.....				533190.64	.00	533190.64		
Total Disbursements.....				533190.64	.00	533190.64		



March 14, 2019

Alfred Angulo
Orange Cove Animal Control
633 Sixth St.
Orange Cove, CA 93646

Re: Culpepper & Merriweather Circus- Animal Notification
Certified Mail- Return Receipt Number: 7012-2210-0001-5500-3904

Dear Alfred,

Per California State Law, we are writing to give you notice of our upcoming performances on **Tuesday, April 30, 2019, at the lot on the NE corner of 9th St. & Park Blvd., Orange Cove, CA.** We will have the following circus animals on hand:

- 1 African lion
- 2 tigers
- 1 draft horse, Friesian/Shire mix
- 1 miniature horse
- 4 Shetland ponies
- 1 miniature donkey
- 1 mini Schnauzer
- 3 American Eskimo (aka Spitz)
- 1 Samoyed/American Eskimo mix

If you will be inspecting the animals on circus day, please go directly to the circus office and contact Trey Key, the General Manager, before beginning any inspections. He will provide you with all relevant paperwork and will escort you through the animal department.

If you have questions please call me at 580-326-8833 or you can email me at cmccircus@gmail.com.

Sincerely,

Alana Green

Alana Green, Office Manager
Culpepper and Merriweather Circus

RECEIVED

APR 02 2019

City of Orange Cove
Accounting Clerk

P.O. Box 813 Hugo, OK 74743 Phone (580) 326-8833 Fax (580) 326-8866

www.GMCIRCUS.com

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: Orange Cove Area Chamber of Commerce

REPRESENTATIVE: Manuel Ferreira

MAILING ADDRESS: P.O. Box 284

CITY: Orange Cove ZIP: 93646

CONTACT PHONE: 559-318-0857

DATE(S) OF USE: April 30, 2019, May 1, 2019

NATURE OF USE: Chimera Promotions Culpepper & Meriwether Circus

TIME OF USE: FROM 8 AM/PM TO 8 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 4/29/19 TIME: FROM 8 AM TO 4 PM

EXPECTED ATTENDANCE: 2500

RECEIVED

MAR 27 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) _____

Corner of 9th St + Park Blvd. N.E. Corner

INSURANCE REQUIRED:

NAME OF INSURANCE COMPANY: *State Farm*

****** 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:	<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

FEE REIMBURSED

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

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 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:

Manuel Ferreira

Date 3-27-19

Printed Name:

MANUEL FERREIRA

Position: President

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: mf

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: mf

AGREEMENT OF CITY RULES AND REGULATIONS

I (print) MANUEL FERREIRA 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: _____

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.

Mamuel Ferreira
Representative of Lessee

3-27-19
Date

Orange Cove Area Chamber of Commerce
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 _____, 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

FACILITIES PERMIT

Name of Lessee: _____

_____ 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

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: _____

Address: _____

Contact Phone: _____

General description of sound amplifying equipment to be used: _____

Dates and Times to be used: _____

Purpose for which sound equipment is to be used: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

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 AssuredPartners of Minnesota LLC 2361 Highway 36 West St. Paul MN 55113		CONTACT NAME: Casey Droher PHONE (A/C, No, Ext): (851) 644-7200 FAX (A/C, No): (851) 644-9137 E-MAIL ADDRESS: cdroher@apminnesota.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Burlington Insurance Company	
		INSURER B: National Liability & Fire Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 Master **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		820BW46944	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> Deductible PI & AI, ALAE						MED EXP (Any one person) \$ Excluded
	\$10,000 Per Occurrence						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ Included
	OTHER:						\$
B	AUTOMOBILE LIABILITY			73APB002414	04/20/2018	04/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						Uninsured motorist \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						VERIFIED AUTO CLAIM EACH OCCURRENCE \$
	DED RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Event Date: 4-30-19, Location: NE Corner of 9th Street & Park Blvd. Address: 600 9th Street Orange Cove, CA 93646.
Orange Cove Chamber of Commerce & City of Orange Cove are included as Additional Insureds with respect to General Liability coverage if required by written contract or agreement.
(charloet.pavelko@gmail.com)

CERTIFICATE HOLDER

CANCELLATION

Orange Cove Chamber of Commerce Attn: Manuel Ferreira PO BOX 8 Orange Cove CA 93646	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
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ENGINEER'S REPORT

TO: CITY COUNCIL
FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.

SUBJECT: PROJECT PROGRESS UPDATE

DATE: APRIL 10, 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 21, 2019. AM Consulting Engineers has reviewed and approved the site plan and traffic control plan. The floor plan is currently being reviewed by Interwest.

c. Pizza Parlor

The Applicant submitted revised building plans on March 28, 2019. The revised building plan has been submitted to the City planner for his review.

2. FHWA Projects

a. 2015 ATP School Safety Improvements

City Council approved Change Order No. 6 at the March 27th Council meeting. Todd Companies will proceed with pouring the concrete crosswalk bulb-outs and removing and replacing 853 square feet of existing pavement and subgrade at the 10th and J Street construction site. The only construction items remaining at the 4th and B Street and 11th and South sites include the asphalt plug, striping and installing the flashing beacons. Stripping and installing the flashing beacon is also remaining at the E. Railroad and 11th Street site.

3. Water Enterprise

a. Friant Kern Canal Shut-Down

The Agreement between the Friant Water Authority (FWA) and the City was approved at the March 27th Council meeting. The City Engineer has submitted an Interim Emergency Drinking Water and Drought Related Drinking Water Funding Application to the State Water Board requesting emergency funding for the project. The Application is requesting \$230,000 in

emergency funding for the construction of the cofferdam, pump and pipe rental, crane rental, diesel fuel and operator overtime.

b. Water Treatment Plant Improvements

Crawford and Bowen Planning has revised the Mitigated Negative Declaration (MND) and a draft is now ready for public circulation. Crawford and Bowen Planning and the City Engineer would like to set a public hearing to adopt the MND at the May 22nd City Council meeting. In the next week, Crawford and Bowen Planning will publish a Notice of Public Hearing in the Reedley Exponent. The Notice will serve as the beginning on the public review period, which is required to last at least 30 days.

4. Final Parcel Map No. 2018

City Engineer received the Final Parcel No. 2019-01 on March 8, 2018. The City Planner has reviewed the final map and has no further comments. The land surveyor expects to have his comments submitted by this week.

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


The City's complete application was submitted to the EDA on March 29th. The City Engineer is waiting for the EDA to review the application documents.



For the Meeting of: April 10, 2019

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Emergency Water Supply Funding Agreement with State Water Resources Control Board

Attachments: Resolution 2019- 18
Authorizing the City Manager to Enter into a Funding Agreement with the State Water Resources Control Board and Authorizing and Designating the City Manager as the Representative for the Emergency Water Supply Project

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into a Funding Agreement with the State Water Resources Control Board (SWRCB) and authorizing and designating the City Manager as the Representative for the Emergency Water Supply Project.

EXECUTIVE SUMMARY:

The City has submitted Interim Emergency Drinking Water and Drought Related Drinking Water Funding Application to the SWRCB for the construction of a temporary cofferdam, crane rental, pipe and pump rental, diesel fuel, and operator overtime. Prior to the SWRCB's executing a funding agreement, the City is required to adopt resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for reimbursement on behalf of the City of Orange Cove, and to carry out other necessary Project-related activities.

BACKGROUND:

During the 2019 FKC Shutdown, the City intends to install two temporary cofferdams in the FKC to contain residual flows and pump any contained flows into its raw water storage basins. The stored flow behind the upstream cofferdam will be pumped into the three raw water storage reservoirs. The estimated cost of the cofferdam and crane rental to install the coffer dam is \$85,000. In addition, the City will need to rent portable diesel-powered pumps to pump water into the three storage reservoirs. The pumps will be operated 8 hours a day during the duration of the shutdown. Temporary above ground piping will be used to convey water from the Canal to the raw water storage reservoirs. The estimated cost of the pump and pipe rental is \$30,000.

In addition to the cofferdam and pump rental, the City will need to supply diesel during the duration of the project. The estimated cost for the diesel fuel is \$25,000. During the shutdown, the City will staff the WTP for an additional 4 hours every day. The purpose will be to monitor the level behind the cofferdam and adjust pumping as necessary. The total cost of overtime during the three-month shutdown is \$30,000.

The City would like to apply to the SWRCB to fund the Emergency Water Supply Project. The City is requesting \$230,000 in emergency funding assistance to cover the costs of this project.

The SWRCB requires that the applicant's Governing Board adopt a Resolution authorizing and designating the City Manager to represent the City of Orange Cove in carrying out City's responsibilities under the funding agreement, including approving and signing invoices and requests for reimbursement of Project costs.

FISCAL IMPACT:

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

CONFLICT OF INTEREST:

None.

Prepared by: Angela Hall

Approved by: Alfonso Manrique

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ NO ACTION

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

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

RESOLUTION NO. 2019-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT
WITH THE STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND
DESIGNATING THE CITY MANAGER AS THE REPRESENTATIVE FOR THE
EMERGENCY WATER SUPPLY PROJECT

WHEREAS, the City of Orange Cove (City) has the authority to construct, operate and maintain its water system; and

WHEREAS, operates a Water Treatment Plant (WTP) to supply all of the water needed within the City; and

WHEREAS, water treated at the WTP is obtained from the Bureau of Reclamation's Central Valley Project (CVP) through the Friant-Kern Canal; and

WHEREAS, the Friant-Kern Canal is shut down periodically for maintenance and repairs; and

WHEREAS, the Friant Water Authority has determined that the Friant Canal needs to be repaired during 2019 and would require a draining of the canal from November 2019 through February 2020; and

WHEREAS, the City intends to construct a cofferdam to contain residual flows in the canal and pump any residual flows into the raw water retention basins at the WTP; and

WHEREAS, has submitted an application to the State Water Resources Control Board for funding for the Emergency Water Supply Project (Project); and

WHEREAS, prior to the State Water Resources Control Board's executing a funding agreement, the City is required to adopt resolution authorizing an agent, or representative, to sign the funding agreement, amendments, and requests for reimbursement on behalf of the City of Orange Cove, and to carry out other necessary Project-related activities.

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 of Orange Cove is hereby authorized to carry out the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and expend State funds for the Project.
3. The City Manager is hereby authorized and designated to represent the City of Orange Cove in carrying out City's responsibilities under the funding agreement, including approving and signing invoices and requests for reimbursement of Project costs.
4. Any and all actions, whether previously or subsequently taken by the City of Orange Cove, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all respects, ratified, approved and confirmed.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 10, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk



For the Meeting of: April 10, 2019

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer
Subject: Senate Bill 1 Project Designation

Attachments: Resolution 2019- 19
Designating a Project for the Road Repair and Accountability Act of 2017 and Including the Project in the FY 2019-2020 Budget

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution designating a Senate Bill 1 (SB 1) project for fiscal year 2019-20.

EXECUTIVE SUMMARY:

The Gas Tax legislation, SB 1, which provides additional funding to the City requires an annual designation for a project to use those funds and annual reporting thereafter. Staff is proposing to designate the rehabilitation of the City Hall parking lot as the project to receive SB1 funding for FY 2019-20.

BACKGROUND:

In April 2017, the California State legislature passed Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, providing \$54 billion statewide over the next decade for transportation infrastructure improvements. Cities and counties are expected to receive \$1.5 billion annual once revenues from SB1 are fully realized.

Beginning November 1, 2018, the State Controller began depositing this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding is being apportioned by formula to eligible cities and counties pursuant to Streets and highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and road system.

For FY 2018-19, the City's allocation is estimated to be \$150,150 and for FY 2019-20 it is estimated to be \$156,727. In order to receive funding, the City must submit a list of projects proposed to receive funding, and have that funding included in the budget. Additionally, the City must report annually how the funds have been spent to the California Transportation Commission.

Projects that are eligible include road maintenance and rehabilitation, safety projects, active transportation, pedestrian and bicycle safety projects and traffic control devices. Staff is proposing to designate the rehabilitation of the City Hall parking lot as the project to receive SB1 funding for FY 2019-20.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the attached Resolution. SB 1 funds would be committed to the rehabilitation of the City Hall parking lot.

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. 2019-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
DESIGNATING A PROJECT FOR THE ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017 AND INCLUDING THE PROJECT IN THE FY 2019-2020 BUDGET

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by Resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$165,727 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City Council has received a report from Public Works staff regarding the need for repark of the City Hall parking lot; and

WHEREAS, The City Council wishes to include a project in the Fiscal Year 2019-2020 City of Orange Cove Budget to utilize SB 1 funds.

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. For the purposes of meeting the requirements of SB 1, the City Council designates a street project for the repair of the City Hall parking lot for the use of its allocated SB1 funds.
3. The revenue and expenditure for the project shall be included in the City of Orange Cove Budget for Fiscal Year 2018-2019.
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 April 10, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk



ORANGE COVE POLICE DEPARTMENT

MARCH 2019 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



PART 1 CRIMES

	FEB	MARCH	%	YTD	YTD
	2019	2019	Change	2018	2019
Homicide	0	0	0%	1	0
Rape	0	0	0%	2	0
Attempted Murder	0	0	0%	0	0
Robbery	0	0	0%	0	0
Assault	0	1	100%	2	1
Burglary	2	2	0%	8	6
Grand Theft Auto	1	1	0%	5	6
Total Part 1 Crimes	3	4	33%	18	13

	FEB	MARCH	%	YTD	YTD
	2019	2019	Change	2018	2019
Sex Crimes	0	0	0%	2	0
Narcotics	3	2	-33%	6	7
Child Abuse	1	0	-100%	2	3
Runaways	2	1	-50%	2	6
Total Part 2 Crimes	6	3	-50%	12	16

TRAFFIC STATISTICS

	FEB	MARCH	%	YTD	YTD
	2019	2019	Change	2018	2019
Total Traffic Collisions	4	9	125%	23	16
Fatalities	0	0	0%	2	0
Injury	0	2	200%	4	2
Non Injury	3	4	33%	13	9
Hit & Run	1	3	200%	4	5

ENFORCEMENT STATISTICS

	FEB	MARCH	%	YTD	YTD
	2019	2019	Change	2018	2019
Total Traffic Citations	37	32	-14%	93	118
Total Vehicle Stops	121	136	12%	320	398
Seatbelt Violations	0	0	0%	4	0
Unsafe Speed Violations	1	1	0%	4	3
Fail To Obey Stop Sign/Light	3	5	67%	13	21
Driving Under the Influence	3	2	-33%	5	6
Gang Arrests - Felony	2	0	-100%	1	5
Gang Arrests - Misdemeanor	1	0	-100%	1	2
Gang Field Interview Cards	2	1	-50%	12	12
Juvenile Detentions/Arrests	2	1	-50%	2	4
Adult Arrests	22	22	0%	80	70

	FEB	MARCH	%	YTD	YTD
	2019	2019	Change	2018	2019
5150	1	1	0%	11	4
Agency Assist	14	10	-29%	19	34
Battery	1	1	0%	4	4
Evading/Obstructing Officer	0	1	100%	4	3
Fraud	1	1	0%	2	2
Identity Theft	1	1	0%	3	3
Spousal Abuse	5	4	-20%	14	12
Graffiti/Vandalism	3	2	-33%	16	12
Veh. Burglaries	0	0	0%	2	0
General Incidents	20	12	-40%	46	54
Weapons Confiscated	4	2	-50%	7	8
Petty Theft	2	3	50%	15	10
Public Intoxication	1	0	-100%	3	1
Suspended License	0	2	200%	1	3
Unlicensed Drivers	14	12	-14%	14	37
Vehicles Towed	19	11	-42%	31	39
Vehicles Released	10	6	-40%	15	19
Case Number Drawn	124	157	27%	355	437

POLICE DEPARTMENT MONTHLY REPORT

April 10, 2019

STAFF LEVELS

Staff levels remain the same. 10 plus myself. Reserve Officers Urrea filling shifts. Reserve Officer Ngo on call when needed to fill a shift. New reserve officer will start MK 43 training prior to Field Training.

Decided to pass on the second applicant. We have also had additional applicants but none thought to be satisfactory.

Vehicles Picked up SUVs. Currently at Cooks Communications.

Events Church Procession on Sunday April 14th. Easter Egg Hunt coming up on April 20th.

GrantsABC Grant Application was Submitted.

Training Skills Training started

Cameras

Crime Stats.

Crime Stats 2018

Fresno and Madera Cities

Part 1 Crimes				Property Crimes		
Murder, Rape, Robbery, Ag Assault				459, theft, 10851		All Crime
City	Population	Total	Change	Total	Change	Change
Clovis	113,883	2655	- 5%	2437	- 16%	- 15%
Coalinga	16,791	397	- 27%	248	+ 20%	- 4%
Firebaugh	8,112	129	- 36%	102	+ 29%	+ 7%
Fowler	6,241	164	- 8%	117	+16%	+ 8%
Fresno	538,330	20740	- 1%	17,787	- 12%	- 11 %
Huron	7,302	131	- 15%	74	+ 35%	+ 7%
Kerman	15,083	408	+ 6%	356	+ 4%	+ 4%
Kingsburg	12,392	344	+ 9%	306	+ 20%	+ 19%
Mendota	12,051	278	+ 11%	197	+ 60%	+ 42%
Orange Cove	9,469	129	- 70%	111	+ 6%	- 22%
Parlier	15,493	561	+ 9%	337	+ 26%	+ 19%
Reedley	26,390	386	- 3%	279	- 24%	- 19%
Sanger	26,648	587	+99%	380	- 22%	- 1%
Selma	24,742	806	+4%	673	- 19%	- 16%
Madera	66,225	1741	+7%	1346	- 17%	- 13%
Chowchilla	18,835	345	-36%	306	- 33%	- 33%



Date: April 10, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Review and Discuss the Water and Wastewater Revenue Sufficiency and Debt Coverage Analysis.
Attachments: Report on Revenue Sufficiency and Debt Coverage Analysis Proposal For Water and Wastewater Rate Study.

BACKGROUND:

The City of Orange Cove (City) previously engaged the services of Tuckfield & Associates in 2004 to prepare a Water and Wastewater Rate Study (Rate Study) for the City's water and wastewater enterprises. The rates recommended were implemented in 2005 and ended in 2010. In September of 2018, the City engaged Tuckfield & Associates (Tuckfield) to perform a Water and Wastewater Revenue Sufficiency and Debt Coverage Analysis Study (Study). The Study's objectives were to determine the following.

1. Develop historical proforma statements of the Water and Wastewater Enterprises
2. Review United States Department of Agriculture (USDA) and State SRF loan documents
3. Develop forward looking proforma statements projecting revenue, expense, and capital outlay that utilizes the current and future approved rates
4. Calculate debt service coverage based on existing covenants

Debt Service Coverage Ratio of an enterprise system is defined as:

$$\text{Debt Service Coverage Ratio} = \frac{\text{Gross Revenues} - \text{Operation and Maintenance Expense}}{\text{Total Annual Debt Service Payments}}$$

Tuckfield submitted a request for information, gathered the information, performed the scope of services and met with the City's Interim City Manager/Finance Staff on March 20, 2019 to discuss the results and findings of the analysis.

Results and Findings:

The results and findings of the analysis consist of the following.

Water Enterprise

1. There are three outstanding debt obligations consisting of a 1995 United States Department of Agriculture (USDA) Certificates of Participation (COPs) issue, a 1996 Department of Water Resources Loan, and a 2005 USDA COPs issue (combined the "Obligations")
2. Debt service payments on the three Obligations total about \$118,000 annually
3. The Water Enterprise has historically operated with an annual deficit resulting in a depletion of all of the cash and is currently carrying a negative fund balance
4. The Water Enterprise is not providing for annual capital replacement to pay for waterline replacements, reservoir maintenance, pumps, motors, repairs, and equipment as required
5. The Water Enterprise is not, and has not been, funding the debt service reserve funds as required by bond covenants
6. The Annual Debt Service Coverage Ratio is significantly below the requirement of 1.25 and is negative in some years

7. The City may not be able to receive additional loans without compliance

Wastewater Enterprise

1. The Wastewater Enterprise has no outstanding loans
2. The Wastewater Enterprise has historically operated with an annual deficit resulting in a depletion of all of the cash and is currently carrying a negative fund balance

The Wastewater Enterprise is not, and has not been, providing for annual capital replacement similar to the Water Enterprise

RECOMMENDATION:

It is recommended that the City provide a letter to the USDA to request an extended period with which to fund the required debt service reserve funds over a period of twenty (20) years beginning with FY 2019-20 (Done; For Information Only).

It is also recommended that the City immediately engage the services of Tuckfield & Associates to perform a Water and Wastewater Rate Study (Rate Study) to set appropriate water and wastewater rates to provide sufficient revenues to cure annual operating deficits, replenish cash balances, provide for annual capital replacement and capital improvements, fund the required debt service reserves, and meet the annual debt service coverage ratio requirement of 1.25. Because the Rate Study will likely take 5 to 7 months to complete, it is recommended that the Rate Study be started as soon as possible. It is not necessary for the USDA to respond to the City's request to extend the time to re-establish the reserve funds to begin the Rate Study.

FISCAL IMPACT:

The proposed fee to do the water and wastewater rate study is \$37,790 (See Attached Proposed Fee Schedule). It is estimated that 50% of the cost will be paid from the Water Enterprise fund and the other 50% to be paid from the Wastewater Enterprise fund. If approved by the City Council, these costs will be paid from the FY 2019-20 budget.

Prepared by: Rudy Hernandez

REVIEW: City Manager: RH

Approved by: [Signature]

Finance: [Signature] City Attorney: [Signature]

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

Tuckfield & Associates

2549 Eastbluff Drive, Suite 450B, Newport Beach, CA 92660
Phone (949) 760-9454 Fax (949) 760-2725
Email ctuckfield@tuckfieldassociates.com

TECHNICAL MEMORANDUM

City of Orange Cove

March 29, 2019

Subject: Water and Wastewater Revenue Sufficiency and Debt Coverage Analysis

To: Mr. Rudy Hernandez, Interim City Manager, City of Orange Cove

From: G. Clayton Tuckfield, PE MBA, Tuckfield & Associates

INTRODUCTION

The City of Orange Cove (City) engaged Tuckfield & Associates (Tuckfield) to develop a Revenue Sufficiency and Debt Coverage Analysis Study (Study) for its water and wastewater enterprise systems. This technical memorandum presents the findings and results of the Study which develops proforma statements of revenues, expense, and other obligations and calculates the debt service coverage ratio for the water and wastewater enterprises.

Background

The City previously engaged the services of Tuckfield & Associates in 2004 to prepare a Water and Wastewater Rate Study (Rate Study) for the City's water and wastewater enterprises. The rates recommended from that study were implemented in 2005 and ended in 2010. In September of 2018, the City engaged Tuckfield to perform this analysis to present the current status of the enterprises.

Purpose and Scope

The purpose of this Study is to determine if current water and wastewater revenues are sufficient to meet the expenses and obligations of the water and wastewater enterprises, determine if the enterprises are in compliance with the requirements of the City's outstanding debt covenants, and note any deficiencies identified during the performance of the Study. Specific items to be performed in this Study include the following.

- Develop historical proforma statements of the Water and Wastewater Enterprises
- Review United States Department of Agriculture (USDA) and State SRF loan documents
- Develop forward looking proforma statements projecting revenue, expense, other obligations, and capital outlay that utilizes the current and future approved rates
- Calculate debt service coverage based on existing debt covenants

METHODOLOGY

This Study included the review and analysis of the number customers, water consumption, current and future approved rates, historical expenses, and outstanding debt and related documents. The Study projected revenues and expenses, determined the net revenues available for debt service, and calculated debt service coverage ratios. The pro forma statements for the water and wastewater enterprises are presented below including results and findings of the analyses.

WATER ENTERPRISE PRO FORMA AND DEBT COVERAGE CALCULATIONS

Table 1 presents the pro forma statement of revenues, expenses, and other obligations of the water enterprise (Water Financial Plan). The revenues were projected recognizing customer growth, water consumption, the City's current water rates and rates to be implemented through April 1, 2021. Projected expenses recognize inflation in expenses. The Water Financial Plan also includes repayment of funds borrowed from the General Fund of \$440,692 at 1 percent over a 10-year period.

Table 1
Water Financial Plan

Description	Actual	Actual	Projected				
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Revenue							
Revenues from Existing Water Rates [1]	\$1,169,027	\$1,193,978	\$1,200,041	\$1,255,586	\$1,328,467	\$1,372,731	\$1,379,495
Miscellaneous Income [2]	54,812	130,933	43,030	41,600	41,600	41,600	41,600
Interest Income [3]	118	34	0	0	0	0	0
Total Revenues	\$1,223,957	\$1,324,945	\$1,243,071	\$1,297,186	\$1,370,067	\$1,414,331	\$1,421,095
Revenue Requirements							
Operation and Maintenance Expense	\$1,189,395	\$1,253,783	\$1,220,653	\$1,288,868	\$1,357,926	\$1,430,094	\$1,468,515
Capital Outlay	170,417	3,395	55,000	20,000	20,600	21,218	21,855
1995 Certificates of Participation	48,906	48,961	48,971	48,936	48,856	48,731	49,000
1996 Department of Water Resources Loan	48,135	48,134	48,134	48,134	48,314	48,134	48,134
2005 Certificates of Participation	21,736	21,761	21,775	21,678	21,670	21,749	21,750
Payment to General Fund [4]				46,500	46,500	46,500	46,500
Total Revenue Requirements	\$1,478,589	\$1,376,034	\$1,394,533	\$1,474,116	\$1,543,866	\$1,616,426	\$1,655,754
Net Funds Available	(\$254,632)	(\$51,089)	(\$151,462)	(\$176,930)	(\$173,799)	(\$202,095)	(\$234,659)
Available Reserves							
Beginning available reserves [5]			(\$634,781)	(\$786,243)	(\$963,173)	(\$1,136,972)	(\$1,339,067)
Additions (reductions)			(151,462)	(176,930)	(173,799)	(202,095)	(234,659)
Ending available reserves			(786,243)	(963,173)	(1,136,972)	(1,339,067)	(1,573,726)
Debt Service Coverage							
Net Revenues [6]	\$34,562	\$71,162	\$22,418	\$8,318	\$12,141	(\$15,763)	(\$47,420)
Annual Debt Service	118,777	118,856	118,880	118,748	118,840	118,614	118,884
Coverage [7]	29%	60%	19%	7%	10%	-13%	-40%

[1] Projected using the existing rate schedule through April 1, 2021.

[2] Includes penalties and interest, miscellaneous, and other income.

[3] Interest earnings on the average fund balance calculated at 2.0%.

[4] Repayment to General Fund of \$440,692 at 1.0% for 10 years.

[5] The available beginning FY 18-19 cash balance provided by City.

[6] Includes all revenues of the water system.

[7] Minimum coverage is 125 percent.

Results and findings of the analyses of the Water Financial Plan are listed below and indicates that there are several areas where the water enterprise is severely deficient.

- There are three outstanding debt obligations consisting of a 1995 USDA Certificates of Participation (COPs) issue, a 1996 Department of Water Resources Loan, and a 2005 USDA COPs issue (combined the "Obligations")
- Debt service payments on the three Obligations total about \$118,000 annually
- The Water Enterprise has historically operated with an annual deficit resulting in a depletion of all of the cash and is currently carrying a negative fund balance
- The Water Enterprise is not providing for annual capital replacement to pay for waterline replacements, reservoir maintenance, pumps, motors, repairs, and equipment as required
- The Water Enterprise is not, and has not been, funding the debt service reserve funds as required by bond covenants
- The Annual Debt Service Coverage Ratio is significantly below the requirement of 1.25 and is negative in some years

Debt Service Coverage Ratio of an enterprise system is defined as:

$$\text{Debt Service Coverage Ratio} = \frac{\text{Gross Revenues} - \text{Operation and Maintenance Expense}}{\text{Total Annual Debt Service Payments}}$$

The Water Financial Plan provided in Table 1 also does not include funding the debt service reserve funds because at the time of this writing the method whereby the debt service reserve may be brought current is unclear.

WASTEWATER ENTERPRISE PRO FORMA AND DEBT COVERAGE CALCULATIONS

Table 2 presents the pro forma statement of revenues, expenses, and other obligations of the wastewater enterprise (Wastewater Financial Plan). The wastewater revenues were projected recognizing customer growth, water consumption, and the City's current wastewater rates as well as rates to be implemented through April 1, 2021. Projected expenses recognize inflation in expenses.

While the wastewater enterprise has no debt currently outstanding, the results and findings of the analyses of the Wastewater Financial Plan indicates that there are a few areas where the wastewater enterprise is severely deficient. These areas include the following.

- The Wastewater Enterprise has historically operated with an annual deficit resulting in a depletion of all of the cash and is currently carrying a negative fund balance
- The Water Enterprise is not providing for annual capital replacement to pay for sewer line replacements, treatment plant replacements, lift station pumps and motors, and equipment as required

Table 2
Wastewater Financial Plan

Description	Actual	Actual	Projected				
	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
Revenue							
Revenues from Existing Sewer Rates [1]	\$713,660	\$748,045	\$815,095	\$886,776	\$980,398	\$1,030,704	\$1,035,873
Miscellaneous Income	0	0	250	250	250	250	250
Interest Income [2]	5,694	1,775	0	0	0	0	0
Total Revenues	\$719,354	\$749,820	\$815,345	\$887,026	\$980,648	\$1,030,954	\$1,036,123
Revenue Requirements							
Operation and Maintenance Expense	\$941,839	\$849,384	\$915,602	\$956,585	\$977,170	\$998,210	\$1,019,716
Capital Outlay	40,209	33,830	-	40,000	41,200	42,436	43,709
Total Revenue Requirements	\$982,048	\$883,214	\$915,602	\$996,585	\$1,018,370	\$1,040,646	\$1,063,425
Net Funds Available	(\$262,694)	(\$133,394)	(\$100,257)	(\$109,559)	(\$37,722)	(\$9,692)	(\$27,302)
Available Reserves							
Beginning available reserves [3]			(\$192,695)	(\$292,952)	(\$402,511)	(\$440,233)	(\$449,926)
Additions (reductions)			(100,257)	(109,559)	(37,722)	(9,692)	(27,302)
Ending available reserves			(292,952)	(402,511)	(440,233)	(449,926)	(477,228)
Debt Service Coverage							
Net Revenues [4]	(\$222,485)	(\$99,564)	(\$100,257)	(\$69,559)	\$3,478	\$32,744	\$16,407
Annual Debt Service	0	0	0	0	0	0	0
Coverage [5]	n/a	n/a	n/a	n/a	n/a	n/a	n/a

[1] Projected using the existing rate schedule through April 1, 2021.

[2] Interest earnings on the average fund balance calculated at 2.0%.

[3] The available beginning FY 18-19 cash balance provided by City.

[4] Includes all revenues of the wastewater system.

[5] Minimum coverage is 125 percent.

RECOMMENDATIONS

It is recommended that the City provide a letter to the USDA to request an extended period with which to fund the required debt service reserve funds over a period of twenty (20) years beginning with FY 2019-20. The analyses of the Water Financial Plan found that the City is not funding the debt service reserve and preliminary discussions with the USDA indicate that the request will be reviewed and may be granted if the City makes the request in writing.

It is also recommended that the City perform a Water and Wastewater Rate Study (Rate Study) to set appropriate water and wastewater rates to provide sufficient revenues to cure annual operating deficits, replenish cash balances, provide for annual capital replacement and capital improvements,

fund the required debt service reserves, and meet the annual debt service coverage ratio requirement of 1.25. Because the Rate Study will likely take 5 to 7 months to complete, it is recommended that the Rate Study be started as soon as possible. It is not necessary for the USDA to respond to the City's request to extend the time to re-establish the reserve funds to begin the Rate Study.

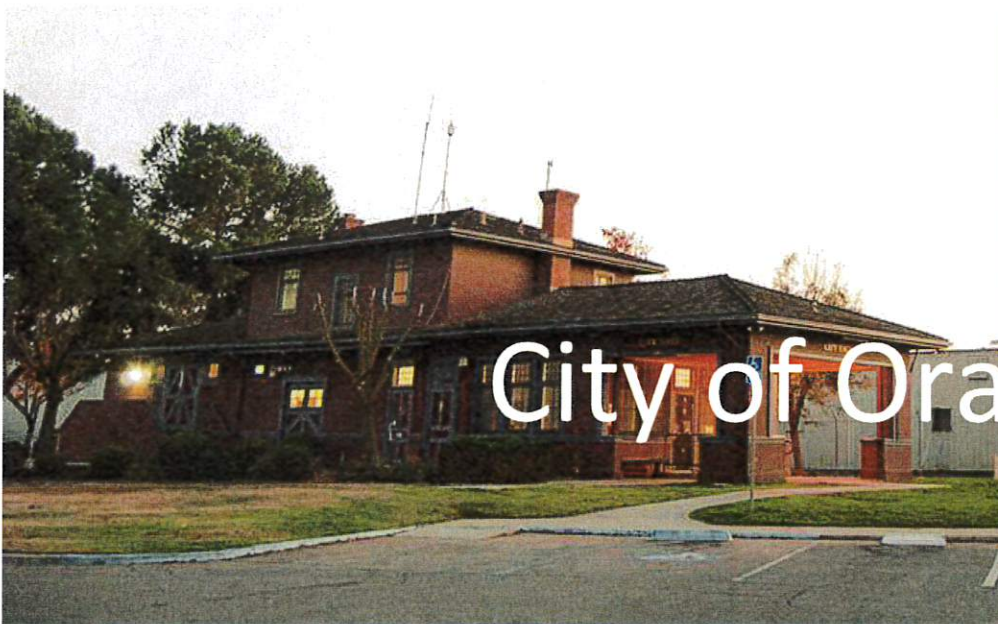
I appreciate the opportunity to serve the City on this matter. If there are any questions regarding the analyses, please contact me at 949-760-9454.

Very Truly Yours,

TUCKFIELD & ASSOCIATES

A handwritten signature in black ink, appearing to read "G. Clayton Tuckfield". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

G. Clayton Tuckfield
Principal Consultant
Tuckfield & Associates



Proposal To:

City of Orange Cove

633 E 6th Street
Orange Cove, CA 93646
(559) 626-4488

Proposal For Water and Wastewater Rate Study

Submitted By:

Tuckfield & Associates

Contact: Mr. Clayton Tuckfield
2549 Eastbluff Dr, #450B
Newport Beach, CA 92660
(949) 760-9454
www.tuckfieldassociates.com

FINANCIAL CONSULTING
**TUCKFIELD &
ASSOCIATES**
MANAGEMENT CONSULTING



March 2019

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Tuckfield & Associates

2549 Eastbluff Drive, Suite 450B, Newport Beach, CA 92660
Phone (949) 760-9454 Fax (949) 760-2725
Email ctuckfield@tuckfieldassociates.com

March 29, 2019

Mr. Rudy Hernandez
Interim City Manager
City of Orange Cove
633 E 6th Street
Orange Cove, CA 93626

Dear Mr. Lopez:

I am pleased to submit this proposal to provide consulting services for a Water and Wastewater Rate Study (Study) for the City of Orange Cove (City). This submittal provides details regarding my qualifications and experience to meet the City's requirements for the Study.

I believe that the combination of my qualifications and 30 years of experience will lead to a quality Study with a high level of professional service. I have conducted numerous water and wastewater rate studies in California as well as previous experience conducting studies nationally. This depth of experience will benefit the City throughout the performance of this study and lead to rate structures and rates that are specifically suited to the City.

This Study will determine the appropriate water and wastewater rates that are equitable and defensible, meet the requirements of Proposition 218, fund annual operating expense and capital spending, and provide for debt service coverage requirements. The scope of work provided herein proposes to address the City's request and will address the following objectives.

- Revenue sufficiency to fund operating and capital needs
- Appropriate levels of operating, capital, and emergency reserves
- Cost of service following appropriate standards, regulations, and guidelines
- Rates that are consistent with industry practice
- Rates that are easy to understand and administer

Tuckfield & Associates consulting is a local firm with extensive experience in California, specializing in rate studies and capacity charge studies. Mr. Tuckfield is the President and Principal Consultant for Tuckfield & Associates, and routinely conducts rate and capacity charge studies as the sole consultant, having completed such studies in this manner for many clients, including those whose populations have exceeded 100,000. Recent large clients within the last three years include the City of Buena Park and City of Loma Linda. Additional experience is provided in Appendix B of this proposal.

I will be professionally responsible for conducting the study and will provide hands-on work effort. This will allow me to develop an intimate knowledge of the City's wastewater system which will be beneficial when attending meetings and presenting results and findings. All rates and fees will be developed in accordance with the American Water Works Association (AWWA) for water utilities and the Water Environment Federation (WEF) for wastewater utilities as well as California State law.

I have the qualifications, experience, and capabilities to provide the services desired by the City. I have conducted successful studies for large and small agencies and special districts.

I look forward to working with City on this project. Should the City need any additional information, my contact information is provided below.

Very Truly Yours,

TUCKFIELD & ASSOCIATES



G. Clayton Tuckfield
Principal Consultant
2549 Eastbluff Drive, #450B
Newport Beach, CA 92660
(949) 760-9454
ctuckfield@tuckfieldassociates.com

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Proposal for Water and Wastewater Rate Study

City of Orange Cove

Firm Profile

Tuckfield & Associates was founded in 1999 to provide quality consulting services to publicly-owned utilities to sustain their systems on sound rate-making principles.

The firm was founded by Mr. Clayton Tuckfield PE MBA who has over 30 years of experience conducting rate studies and capacity charge studies. Now in its 19th year, the firm has provided innovative and time-tested strategies founded on industry practice for implementing rates and charges. Tuckfield & Associates is a local firm located in Newport Beach and the performance of this project will be completed at this site.

Prior to the firm's founding, Mr. Tuckfield served Black & Veatch Corporation for nearly 15 years in their Management Consulting Division. Mr. Tuckfield has worked with numerous cities and special districts in California and has written papers and articles for AWWA (American Water Works Association) and California Special Districts Association (CSDA) and has conducted a webinar for CSDA regarding financing projects with USDA funding.

Organization

Mr. Tuckfield will serve as the project consultant for the study and will be the primary contact with the City. He will be responsible for project administration, daily performance of the project, providing all deliverables, attending and/or presenting at all meetings, and will produce key elements of the study.

Key Personnel



Clayton Tuckfield, Principal

Summary

- 30 years of experience
- Over 100 rate studies
- Public Agency Specialization
- Tested Strategies
- Project Management

Project Responsibilities

- Project Consultant
- Financial Plan, Cost of Service, and Rate Design
- Public Meeting Presentations

Mr. Clayton Tuckfield, PE MBA– Project Consultant

Mr. Tuckfield routinely conducts rate and capacity charge studies as the sole consultant and has completed such studies in this manner for many clients, even for those whose populations have exceeded 100,000. Mr. Tuckfield is an expert in utility financial planning, cost of service, rate structures, and utility management and is a professional dedicated to maintaining high financial and engineering standards.

Mr. Tuckfield has over 30 years of experience and has professionally performed over 100 utility cost of service and rate studies and many other financial feasibility studies.

He has performed studies for numerous communities in California ranging from the cities of Long Beach,

Buena Park, Ventura, Santa Barbara, Fullerton, Loma Linda, Arroyo Grande, Grover Beach, Pismo Beach, Oakdale, and Firebaugh to special districts including Santa Ynez CSD, Nipomo CSD, Mission Hills CSD, Keyes CSD, Hilmar CWD, Delhi CSD, Seeley CWD, and many others.

Mr. Tuckfield has an engineering degree and a master's degree in business administration. He has prepared presentations and technical papers for trade organizations that include the American Water Works Association's annual meeting, American Society of Civil Engineers, Arizona Finance Officers Association, and has authored a section of a webinar for the California Special Districts Association (CSDA) as well as a professional submission for CSDA's bi-monthly magazine. A resume for Mr. Tuckfield is provided in Appendix A of this proposal.

Qualifications

Tuckfield & Associates is a specialized consulting firm providing rate and financial solutions for publicly owned utilities.

Mr. Clayton Tuckfield, founder and principal of Tuckfield & Associates, has managed or been directly involved in publicly owned utility financial services for over 30 years. Since 1985, Mr. Tuckfield has used innovative methods combined with time-tested strategies to assist municipalities and special districts in achieving their financial goals. Clients have included public utilities, state and county governments, municipalities, and public districts.

Tuckfield & Associates Qualifications Summary

- 30 years of experience
- Over 100 rate studies
- Public Agency Specialization
- Tested Strategies
- Project Management

Services

Tuckfield & Associates provides comprehensive consulting services intended to safeguard the financial viability of the client's multi-million-dollar utility. Key elements include financial plans that anticipate economic contractions and expansions, capital planning for improvement financing options, allocation of costs to appropriate customers based on cost causative principles, and rates that are

designed to be fair and equitable. Services provided by Tuckfield & Associates include the following.

- Cost of Service and Rate Studies
- Capacity Charge Studies
- Rate Stabilization Studies
- Supporting Information for Bond Official Statements
- Capital Improvement Plan Financing Analyses
- Computer Modeling

Commitment to Clients

Tuckfield & Associates approaches each study with the commitment to exceed our client's expectations. Our strength lies in our proven capability to provide comprehensive, practical, and implementable programs

that serve our clients, with personal relationship-driven service.

Tuckfield & Associates is highly qualified to provide the professional services requested by the City. The firm specializes in rate and capacity charge studies with extensive experience serving cities and special districts in California.

Project Understanding

The City has the responsibility to provide affordable, reliable, and cost effective water and wastewater service to customers and properties of the City. The City is seeking financial consulting services to ensure revenue sufficiency to address the operating and capital requirements of the water and wastewater system and meet debt coverage requirements.

The primary focus will be to assist the City's utility to attain a high degree of financial sustainability through fully understanding the City's goals and objectives, accurate data analysis, and design of fair and equitable rates that provide cost recovery. Specifically, the City desires to assess the revenue sufficiency of the current revenue stream, evaluate the current water and wastewater rate structure and rates in relation to the true cost of service, assess the equity of the recommended rates in relation to the types of property ownership and service requirements, and recommend operating, capital replacement, and capital improvement fund reserve balances.

The approach, more fully discussed below, is to acquire, model, and analyze source data to understand customer water consumption, wastewater flows, operating and financial activities, along with City policy and direction provided by City staff and City Council. Initially, a client-specific financial model will be developed as a tool to analyze opportunities and forecast results.

Current Rates

The City's current water rate structure consists of a fixed charge that includes 10 thousand gallons (kgal) of water

and a variable charge for all water consumed over 10 kgal. Residential customer classifications have the same fixed charge whereas Commercial customers have a fixed charge that varies with meter size in addition to a variable charge.

The City's current wastewater rate structure is the same as the water rate structure which consists of a fixed monthly charge that includes 10 kgal of water consumption and a variable charge for water consumption over 10 kgal. Residential customers have the same fixed charge whereas Commercial customers have a fixed charged that varies by meter size in addition to a variable charge.

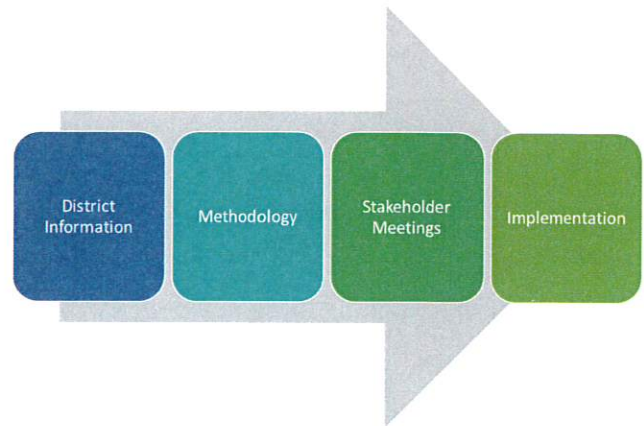
The cost of service analysis will compare the revenue received by customer class using the current rates to the cost of service by class. This will illustrate where rates over or under recover the cost of service. The rates designed in this Study will also be compared with the class cost of service to demonstrate that 100 percent cost recovery is achieved.

Project Approach

Tuckfield & Associates rate studies follow the approach that utilities can best achieve implementable rate revisions through open communication at the beginning of the study, to identify the objectives and goals desired by staff and stakeholders.

Successful studies are achieved by clearly defining roles, responsibilities, objectives, goals, and milestone dates to efficiently move the project through the appropriate steps. Through these clear definitions, we will be focused on the study objectives and goals when developing the long-range financial and capital plans and utility rates.

The rates and charges for the City will be designed recognizing the American Water Works Association (AWWA) and Water Environment Federation (WEF) methodologies. These methodologies represent industry practice for the development of cost-of-service rates and charges, based upon the demands placed on the facilities by various users. The basic method includes identifying or creating different types of user classifications, allocating annual utility costs to cost-causative components, distributing costs to customer groups based on customer class use characteristics, and design of a rate structure and charges that will recover allocated costs from each customer group.



We propose to conduct the study in a collaborative manner to facilitate completion, which will allow District ample time to review and implement any suggested changes.

schedule of fixed charges designed based on the size of the meter installed at the customer's premises. Base costs, consisting of the various water supply costs, would be recovered through a variable rate structure.

Water Rate Structure and Rates

Following AWWA Manual M1, annual costs of the water system will be summarized into functional cost categories to the extent possible based on the City's cost accounting structure. Such functional cost categories may consist of source of supply, pumping, treatment, storage, transmission, distribution, meters and services, customer billing and collecting, and fire protection. These costs are then allocated to water cost components based on the design of facilities or may be directly assigned to cost component because of its function. Such cost components include Base, Peaking, Meters and Services, Customer Billing and Collecting, and Fire Protection. Base costs are further separated into costs by each water supply source.

An example cost-of-service rate structure strategy may include recovering Peaking costs, Meters and Services Costs, and Customer Billing and Collecting costs from a

The design of the variable rate structure and rates may be established as rate tiers that recovers Base costs, and possibly Peaking costs. For a residential rate structure, the tier break points may be established as water use targets for indoor and outdoor water efficient use following guidelines of the state of California "Making Conservation a California Way of Life" final report dated April 2017. This has been followed up by recent legislation consisting of SB 606 and AB 1668.

An example residential first tier may be established as 4 persons per household (a default number) multiplied by 55 gpcd multiplied by the number of days in the billing cycle (30 days for monthly billing). Outdoor use is intended to reflect efficient water use for landscaped area square footage of various customer types. It is unlikely that the City has matched actual landscaped square footage to each customer account. Therefore, for residential customers, all use above indoor use may be considered

outdoor use. A third tier may be established to reflect a higher water supply cost that serves customers in this tier.

The figure below provides a method for how the water variable rates may be calculated in this example. The rate calculated in each tier reflects the cost of the water supplied to customers in each tier. In the example, the least expensive source would be supplied in the first tier, usually groundwater. The second would be a combination of groundwater and the cost of the second or third water supply source. The third tier would reflect the highest cost and the third water supply source.

Water Source	Tier 1	Tier 2	Tier 3
Source 1	✓	✓	
Source 2		✓	
Source 3		✓	✓
Volume	xxx	xxx	xxx
Rate	\$/HCF	\$/HCF	\$/HCF

Note that in the “Making Conservation a California Way of Life” final report that it acknowledges the framework does not contain a requirement on rate structures, and water suppliers are encouraged to consider drought effects and incorporate measures for rate stabilization. In addition to a tiered rate structure discussed above, a uniform volume rate structure would also be proposed for the City.

Wastewater Rate Structure and Rates

The approach to wastewater rate design follows a similar process as described for the water system but following WEF Manual of Practice No. 27 for wastewater systems. Annual costs of the wastewater system are summarized into functional cost categories based on the City’s accounting structure.

Such functional cost categories may consist of collection, pumping, treatment, and disposal. These costs are then allocated to wastewater cost components based on the design of wastewater facilities. Cost components commonly include Volume (wastewater flow), Biochemical Oxygen Demand (BOD), Suspended Solids (SS), and Customer costs. If some facilities are identified and designed on the basis of capacity, a Capacity cost component may be included.

Allocated costs by cost component are distributed to customer classification based on how each group uses the wastewater system. The use, or units of service, consist of flow (mgd), BOD (lbs), SS (lbs), and Customer (bills). Wastewater rates are then established to recover the costs distributed to each customer classification.

For the residential classification, costs may be recovered through a few well-known structures. These include (1) fixed charges applicable to all residential customers, (2) an Equivalent Dwelling Unit (EDU) fixed charge designed for SFR, MFR, Condo, MHP, etc. and (3) a fixed charge that recovers Customer and possibly Capacity costs, and a variable charge that recovers flow, BOD, and SS costs based on water consumption read through the meter. A variant of the variable charge is to cap the residential water consumption at a certain use level which assumes that any consumption over that is being used for outdoor purposes. Commercial wastewater rates commonly have a fixed charge and a variable charge as most of the water use of this class returns to the sewer. The structure could be improved by having all non-residential customers install irrigation meters to separate indoor uses from outdoor uses.

Scope of Work

The services requested by the City are the core services provided by Tuckfield & Associates. The focus of the firm has been on providing quality rate consulting services needed to maintain financial sustainability. The following tasks describe our proposed scope of work to complete the Water and Wastewater Rate Study.

Task 1 – Initial Meeting/Data Collection

The focus of this initial meeting with City Staff will be to define goals and objectives for the study and explore the issues generated by City Staff. The meeting serves as an important first step in assuring that all key members develop a clear understanding of the study elements and data required.

Prior to the meeting, a request will be submitted to the City for information to be gathered by City Staff. The information request will include several items such as audits, budgets, master plans, design reports, capital improvement plans, billing information, debt service schedules, and several others.

Meetings: One (1) on-site meeting to kick-off the project

Deliverables: Request for Information

Task 2 – Long Range Financial Planning

The objective of this task is to develop a ten-year financial plan for the wastewater enterprise that projects the revenue and revenue requirements for the study period. This task requires an assessment of the sufficiency of revenues based on the existing rates and fee schedules, the City's ability to meet projected revenue requirements, and the determination of the level of any revenue adjustments required with any additional financing requirements. Specific tasks include the following.

Task 2.1: Review Financial Information, Policies, and Practice

The City's policies regarding the financial, operating and capital reserves, and rate practices will be reviewed and

evaluated. These items are essential to the long-term sustainability of the utility. From the evaluation, recommendations will be made that will enhance the utility's ability to meet its financial goals.

Task 2.2: Review and Summarize Billing Information

The customer billing information that is received from the City will be reviewed, analyzed, and summarized for use in the rate study. The information will be reviewed for accuracy and reasonableness for use to understand user characteristics.

Task 2.3: Develop Long Range Financial Plans

In this task, the annual revenue requirements of the wastewater utility will be identified and projected. Budget items and any future obligations will be projected for a ten-year forecast period. Revenue Requirements will include operation and maintenance expenses, existing debt service, annual replacement, identification and financing of future capital improvements (CIP), transfers to/from the utility funds, and use of reserves. Revenue requirements will be projected from a review of historical results, current budget, and current economic trends while accounting for expected operational changes and system growth.

A ten-year pro forma cash flow will be developed to compare projected revenue using the existing rates (including miscellaneous and other charges) to projected revenue requirements over the planning period. Revenues will be projected by developing assumptions regarding customer growth and estimated usage information. Analysis of the cash flow will determine if any revenue adjustments are needed to meet the revenue requirements while recognizing the financial planning criteria developed for each fund. The long-range financial

plan developed above will be modeled such that assumptions/variables may be changed to assess the impacts to the plan. By varying these assumptions, their sensitivity may be evaluated and the need for higher or lower revenue increases may be determined. Several options for revenue increases may be explored and presented to City Staff.

Deliverables: Assumptions, billing summaries, long-range financial plan alternatives

Task 3 – Cost of Service Analyses

The cost of service phase of the study will focus on allocation of costs (revenue requirements) to customer classifications based on cost causative methodologies. The cost allocations will be developed using standards and methodologies from the WEF and best management practices. The cost of service analysis part of the study provides the defensibility for the selected rate structures and rates, providing compliance with Proposition 218.

Task 3.1: Analyze Customer Usage Patterns and Recommend Customer Classifications

Historical billing summaries that were summarized in Task 2.2 will be reviewed and analyzed by customer classification to determine water consumption and establish user characteristics. Patterns of consumption may be utilized to evaluate individual customer class characteristics and for comparison to other classifications.

Task 3.2: Allocate Costs to Functional Cost Components

The annual revenue requirements will be allocated to functional cost components following standards in the WEF manual of practice. Allocations of operation and maintenance expenses will be allocated separately from capital requirements of the system.

Task 3.3: Distribute Functional Costs to Customer Classifications

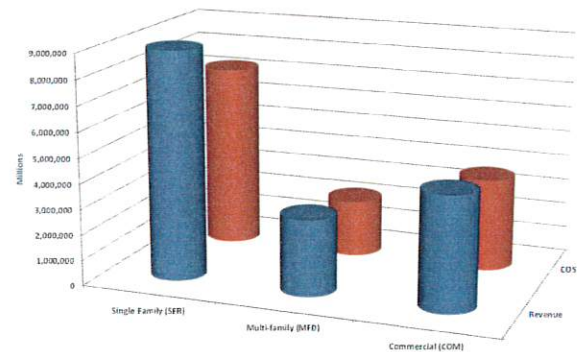
Costs that have been allocated to functional cost components are distributed to the various customer classifications based on their responsibility for the service provided. Responsibility is established from the units of service (such as HCF, HCF/day, and number of customers)

applicable to each functional cost component. Unit costs are developed which are then applied back to the units of service by customer class, which determines each customer classification's cost responsibility.

Task 4 – Rate Structure Analysis and Rate Design

The rate structures that are selected for each utility should be responsive to the needs and philosophy of both the utility and its customers. The selected rate structures are a blend of what may be several competing objectives to accomplish the overall goals desired by the utility and general public. Through discussion with City staff, our evaluations of the existing rate structures and design of new rate structures will meet the expectations of the utility and public.

Comparison of Current Revenue with Allocated COS



The equity of the current rate structure and rates is assessed through a comparison of current revenue with the allocated Cost of Service.

Task 4.1: Evaluate Rate Structures and Calculate Rates

The current rate schedules will be evaluated to validate their applicability for City's cost structure and customer base as well as recent court findings. It is intended that the recommended rate structure will result in revenue stability, will be easy to administer and understand, and comply with industry practices such as the AWWA, WEF

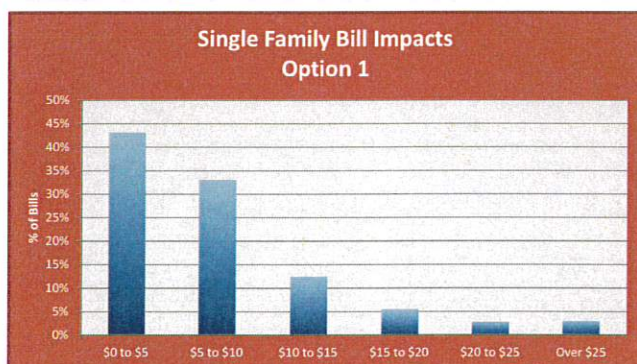
and federal, state, and local regulations for rate setting in California.

Task 4.2: Determine Bill Impacts

The impact to customer bills is an important aspect of any rate change. The financial impacts to customers that results between the existing and alternative rate structure will be determined and a series of tables and figures will be created that show projected rate impacts on different types of customers at different levels of usage.

Single Family (SFR) (with 5/8 inch and 3/4 inch meters)

Description	Use (Kgal)	Current Bill	Proposed Bill	Percent Change
Very Low	10	\$42.76	\$44.88	5.0%
Low	20	\$62.36	\$65.45	5.0%
Median	16	\$54.52	\$57.23	5.0%
Average	22	\$67.58	\$69.57	2.9%
High	40	\$126.26	\$131.16	3.9%
Very High	50	\$158.86	\$165.38	4.1%



The impacts to customer bills can be identified for each rate structure alternative prior to implementation.

Task 4.3: Bill Comparison with Other Communities

Rate schedules will be gathered from other local communities for the purpose of calculating typical bills at various levels of water consumption. The number of communities chosen for analysis will be agreed upon with the City. Example bills will be developed using the proposed rate structure and compared with typical bills of the other communities at the same volumes.

Deliverables: Cost of service analyses, proposed rates and presentation material

Task 5 – Draft Report Preparation

A Draft Report will be prepared that includes forward looking financial plans, cost allocations, and proposed rates. The Draft Report will include an executive summary highlighting the major issues, assumptions, and findings and recommendations. Sections will be included that discuss the financial plans, cost allocation methodologies, design of the proposed rate structures and rates, and rate comparisons.

Deliverables: An electronic copy of the Draft Report

Task 6 – City Council Workshop

The Draft Report's findings and recommendations will be presented in a PowerPoint presentation format at an evening City Council workshop. The presentation will discuss the financial plan, the selected rate structure, and bill impacts.

Meeting: One (1) on-site evening City Council Workshop meeting

Deliverables: Presentation materials for Public Workshop

Task 7 – Final Report

Comments received from City Staff and the City Council workshop will be incorporated into a Final Report for submission to the City. The Final Report will be submitted for adoption at a regular City Council meeting. At this meeting, it is expected that City Council will adopt the rate study and rates and direct City Staff to prepare the Proposition 218 Notices.

Meeting: One (1) on-site evening regular public meeting

Meeting: One (1) on-site Public Hearing Meeting

Deliverables: An electronic copy and five (5) hard copies of the Final Report plus one reproducible copy
Presentation materials for regular public meeting

Experience

Mr. Tuckfield has been providing rate consulting services for over 30 years with about 15 years working with an international consulting firm and about 19 years with Tuckfield & Associates. Listed below are representative engagements and references for studies delivered by Tuckfield & Associates. These recent and successful utility financial plans and rate studies are a sample of the work provided to California communities. The studies have been prepared in conformance with Proposition 218 and all studies use the cost of service and allocation methods described in the AWWA Manual M1 for water utilities and WEF Manual of Practice No. 27 for wastewater utilities.

Water and Wastewater Rate Study, City of Pismo Beach, California

Reference: Ms. Nadia Feeser, Administrative Services Director, 805-773-7010, nfeeser@pismo-beach.org

Tuckfield & Associates is currently completing a comprehensive water and wastewater rate study for the City of Pismo Beach. Mr. Tuckfield also completed rate studies for the City in 2007 and 2013. The current study reviewed and updated the water rate structure to comply with recent legislation and court decisions regarding tiered water rate structures while also designing water shortage rates that followed the stages of the City's drought management plan. Additionally, the study updated the wastewater rates and developed a new storm water charge. Several options for storm water cost recovery were discussed with City staff.

The 2007 study accounted for all financial aspects of the water and wastewater rates, including each water supply source, utility debt and assessment debt, and various sub-funds of the utilities. The study included financial planning, cost of service, and rate structures for both water and wastewater. The 2007 study results were adopted by city council.

The 2013 study addressed the city's 2010 Urban Water Management Plan finding that the city needed to reduce its per capita water consumption annually to comply with SB x7-7 as well as plan for significant replacement of infrastructure. One of the water rate structures proposed included a four-block rate structure to promote conservation. Wastewater rates were developed following the WEF and SWRCB guidelines as the City has several loans through the SRF program. Both the water and wastewater proposed rates were adopted by the City Council.

Water and Wastewater Rate Studies, Nipomo Community Services District, California

Reference: Mr. Mario Iglesias, General Manager, 805-929-1133, miglesias@ncsd.ca.gov

Mr. Tuckfield completed water rate studies for the District in 2011, 2014, and in 2017 that addressed the District's needs to acquire supplemental water from the City of Santa Maria. Because of recent legal actions to adjudicate the greater Santa Maria groundwater basin, the District entered into an MOU to contract for 3,000 ac-ft of supplemental water from Santa Maria. In the 2010 study, Mr. Tuckfield assisted the District with evaluating several financial planning scenarios and rates regarding the financing and implementation of the supplemental water project. Rates were ultimately established to cover O&M and capital, without the project, to allow the District to meet its on-going obligations while the District pursued establishing an assessment district to finance the project. Rates from the 2010, 2014, and 2017 studies were adopted by the Board of Directors.

In 2013, Tuckfield & Associates assisted the District for a bond offering by providing a statement of revenue, expense and debt coverage information for its Official Statement, used to secure partial financing for the supplemental water project. The financing was incorporated into the 2014 rate study which developed a supplemental water rate structure that passed at the Prop 218 public hearing.

In 2015, Tuckfield & Associates conducted a Wastewater Rate Study for the District. The study included preparing a long-range financial plan that included reserve targets, debt coverage ratios, and funding of CIP. Wastewater rates were developed following cost of service principles from the WEF manual of practice. Wastewater rates are currently scheduled for a Proposition 218 public hearing in November.

Water and Wastewater Rate Study, City of Loma Linda, California

Reference: Mr. Jarb Thaipejr, City Manager, 909-799-2811, jthaipejr@lomalinda-ca.gov

Tuckfield & Associates completed a water and wastewater rate study for the City of Loma Linda in 2014 and was engaged again in 2018. The 2018 study included discussion with staff regarding the City's proposed levels of CIP spending and the effect of a delay of capital improvements to future years.

In both the water and sewer funds, the fund balances were below city policy target levels. The rate increases for both utilities were designed to rebuild fund balances, cure annual deficits, meet O&M escalation, pay for future debt service, and fund annual repair and replacement expenditures. Rate structures were discussed that included explanations of tier break points and possible rate scenarios. Water and wastewater rates were adopted by the City Council.

Water Rate Study, City of Buena Park, California

Reference: Mike Grisso, Utilities Manager, 714-562-3705, mgrisso@buenapark.com

Tuckfield & Associates completed a water financial plan and rate study for the City of Buena Park in 2016. The scope of work included (1) preparing a long-range financial plan that includes assessment of current revenues to meet the current and future obligations of the water fund, establishing operating and capital reserve policies, and incorporating financing of the proposed capital improvement program (CIP) spending plan and (2) design of an appropriate rate structure that complies with Proposition 218.

Three financial plan alternatives were prepared and discussed with City Staff that funded the same CIP but with various combinations of cash, bond financing, and annual revenue increases. The cost of service and rate portion of the study included a review and justification of the City's current rate structure and rates and preparing two tiered rate structure alternatives. The rate structures addressed the recent San Juan Capistrano court decision regarding conservation rates by preparing a new tiered rate structure to replace the current conservation rate structure while also developing a uniform volume rate structure for all customers. City staff selected a uniform rate structure and the rates were adopted by City Council. In August 2017, the City engaged Tuckfield & Associates to provide an updated water financial plan for inclusion in their water bond Official Statement. Revenue bonds were issued from which to obtain proceeds from the sale to finance the CIP projects.

Water and Wastewater Rate Study, City of Firebaugh, California

Reference: Pio Martin, Finance Director, 559-659-2043, PMartin@ci.firebaugh.ca.us.com

Tuckfield & Associates completed a water and wastewater rate study for the City of Firebaugh in March of 2019. The study was an update to studies performed in 2011 and in 2005 when the City was facing numerous future capital improvements in both their water and wastewater systems. Tuckfield & Associates developed financial plans and rates where those studies were used to secure low interest loans from the USDA. Information was provided to the bond disclosure counsel for use by the bond rating agencies in the debt refinance. A Consultant's Certificate was executed and included in the closing documents.

The 2018 study updated rates for conditions after the completion of all CIP projects, including the new water and wastewater treatment plants, water and sewer pipe replacements, and installation of new water meters throughout the City. A proposed tiered water rate structure was developed that accounted for water demand by customers as well as a conservation rate structure for residential customers. Wastewater rates were also developed in the 2018 study.

Proposed Fee

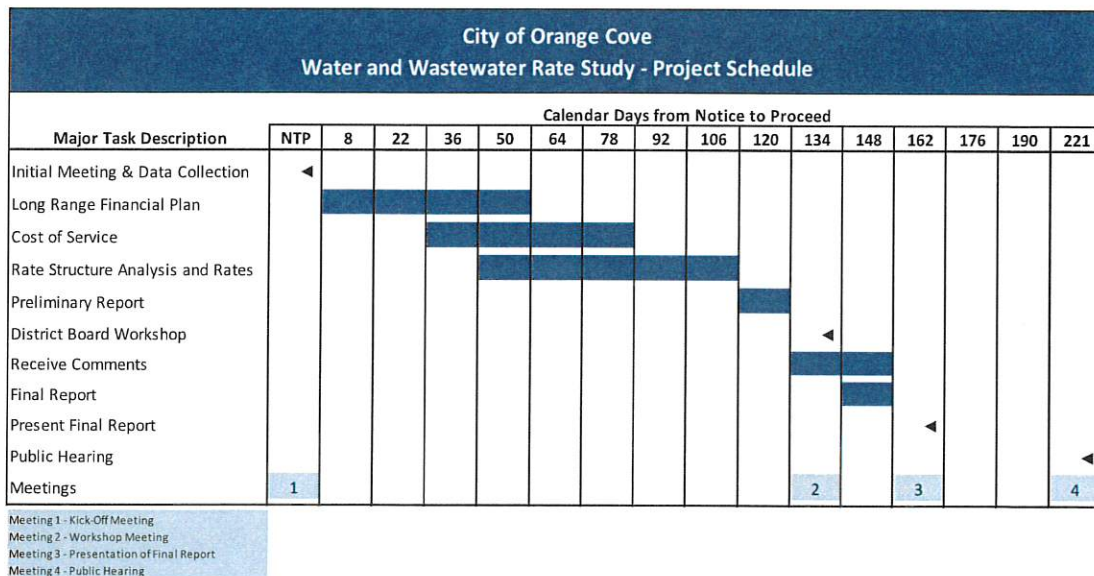
Tuckfield & Associates provides studies with competitive pricing and billing rates. We propose to accomplish the tasks described in our scope of work section for a cost not-to-exceed estimate of \$37,790. The cost estimate is based on the standard hourly billing rates above and the number of hours estimated to complete each task. Direct expenses will be billed at cost and will include expenses related to travel, lodging, mileage, meals, long distance telephone, printing and binding, and other direct costs. Additional meetings can be provided as requested by the City at our standard hourly billing rates including direct expenses related to the meetings. A cost proposal is provided below.

City of Orange Cove Water and Wastewater Rate Study - Detailed Cost Breakdown

Major Task Description	Hours		Total Budget
	On-site Meeting	Clayton Tuckfield	
Hourly Rate		\$175	
Task 1: Initial Meeting & Data Collection	1	2	\$350
Task 2: Long Range Financial Plans			
Task 2.1: Review Financial Info, Policy & Practice		3	\$525
Task 2.2: Review and Summarize Billing Info		12	\$2,100
Task 2.3: Develop Long Range Financial Plans		32	\$5,600
Task 3: Cost of Service Analyses			
Task 3.1: Analyze Customer Usage Patterns & Classes		18	\$3,150
Task 3.2: Allocate Costs to Cost Components		24	\$4,200
Task 3.3: Distribute Costs to Customer Class		16	\$2,800
Task 4: Rate Analysis and Design			
Task 4.1: Evaluate Rate Structures & Calc Rates		36	\$6,300
Task 4.2: Determine Bill Impacts		12	\$2,100
Task 4.3: Bill Comparison with Other Communities		6	\$1,050
Task 5: Report Preparation		18	\$3,150
Task 6: City Council Workshop	1	6	\$1,050
Task 7: Final Report	2	20	\$3,500
Total	4	205	\$35,875
Other Direct Costs (ODCs): Travel, Mileage & Printing:			\$1,915
Total Study Cost:			\$37,790

Schedule

Tuckfield & Associates has a strong track record of meeting client schedules. Our experience in performing rate studies enables us to meet the City's goals in a timely and efficient manner. A suggested time-line schedule is presented below in a graphical format showing key milestone and target dates. The schedule is approximate based on timely receipt of information and acceptance of the study by the City and public. The time-line can be adjusted to meet the City's specific needs.



Appendix A

Resume

A resume for Clayton Tuckfield is provided in Appendix A.

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Education

M.B.A. – Finance,
University of Kansas,
Lawrence, KS, 1985

B.S. – Mechanical
Engineering, Kansas State
University, 1980

Registration

Professional Engineer:
Kansas

Years of Experience

33

Professional History

Tuckfield & Associates,
Principal Consultant (1999
to Present)

Black & Veatch
Management Consulting,
Project Manager (1985 to
1999)

Mobil Oil Corporation,
Engineer (1980-1983)

Profile

Mr. Tuckfield is the Principal of Tuckfield & Associates consulting. He has over 30 years of experience serving in various capacities on work performed for publicly owned water and wastewater utilities. Mr. Tuckfield has performed a variety of financial feasibility and economic analyses studies including utility cost of service and rate design studies, impact fee studies, development of pro forma statements of revenue and operating expense, cash flow analyses, preparation of engineer's reports for revenue bond official statements, valuations of facilities use plans, preparation of alternative financing plans for capital improvement programs, and development of training material for presentation to international interest groups.

Mr. Tuckfield has personally conducted over 100 water and wastewater rate studies for various cities and special districts in California and nationwide. Clients have included the cities of Long Beach, Ventura, Buena Park, Fullerton, and Loma Linda and special districts including Nipomo CSD, Heritage Ranch CSD, Templeton CSD, Keyes CSD, Hilmar CWD, and for many other clients.

Relevant Project Experience

Water and Wastewater Utility Rate Studies, City of San Buenaventura, Ventura, California. Mr. Tuckfield has performed rate study updates almost on an annual basis for the City from 1990 through 2010. In the most recent study, Mr. Tuckfield worked with City Staff to extend the study period to 10 years, develop various cash flow scenarios for alternative CIP plans, expand water customer classifications to reflect actual operations, developed analyses regarding the City's outside rate differential, and presented draft results to City Staff. He has also prepared information for City Staff's use for conducting internal meetings on an as needed basis.

Water and Wastewater Cost of Service and Rate Study, Long Beach, California. Mr. Tuckfield was responsible for cost of service and rates for the water and wastewater utilities for the City. The project work included development of utility rates to promote water conservation and to allow easy implementation and acceptance. The work effort also included development of computer models to enable the Department to annually review utility rates. The project included working closely with a departmental task force to develop alternative rate structure for eventual implementation.

Wastewater Rate Study, City of Santa Barbara, California. Working as a sub consultant to a large regional consulting firm, Mr. Tuckfield performed a wastewater rate study for the City that involved developing a revenue plan, allocating costs, and designing several rate structures that included fixed and variable components. The revenue plan review noted a low cash reserve level because the City had included other assets into its beginning fund balance. The study identified necessary rate increases that were adopted by City Council. Justification of the current cost allocations was also performed.

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Water Utility Rate Study, City of Fullerton, California. Working with a City organized task force, this study included a detailed analysis of the City's Water Fund. Mr. Tuckfield developed pro forma revenue, revenue requirements, and cash flows including review of the water utility program costs for reasonableness, which resulted in a recommendation to reallocate some of the utility overheads. Costs were compared to other local cities including various operational ratios and franchise fees. The task force accepted the recommendations including cash flow, cost of service allocations and rate design. The proposed utility rates were adopted by the City Council.

Representative Water and Wastewater Rate Studies

- | | | |
|-----------------------------|------------------------------|---------------------------|
| ▪ City of Avondale, AZ | ▪ City of Georgetown, TX | ▪ City of Pismo Beach, CA |
| ▪ City of Arroyo Grande, CA | ▪ City of Grover Beach, CA | ▪ City of Santa Cruz, CA |
| ▪ City of Battle Creek, MI | ▪ City of Homestead, FL | ▪ Santa Barbara, CA |
| ▪ City of Brawley, CA | ▪ City of Imperial Beach, CA | ▪ City of Sioux City, IA |
| ▪ City of Buena Park, CA | ▪ City of Imperial, CA | ▪ City of Sioux Falls, SD |
| ▪ City of Charleston, SC | ▪ City of Kalamazoo, MI | ▪ City of Westmorland, CA |
| ▪ City of Chesapeake, VA | ▪ City of Loma Linda, CA | ▪ DuPage County, IL |
| ▪ City of El Monte, CA | ▪ City of Long Beach, CA | ▪ Hilmar County WD, CA |
| ▪ City of Fayetteville, AR | ▪ City of Modesto, CA | ▪ Mission Springs WD, CA |
| ▪ City of Firebaugh, CA | ▪ City of Oakdale, CA | ▪ Nipomo CSD, CA |
| ▪ City of Flagstaff, AZ | ▪ City of Orange Cove, CA | ▪ San Miguel CSD, CA |
| ▪ City of Florence, AZ | ▪ City of Peoria, AZ | ▪ Templeton CSD, CA |
| ▪ City of Fullerton, CA | ▪ City of Phoenix, AZ | ▪ Town of Cave Creek, AZ |

Representative Municipal Bond Feasibility Studies

- | | | |
|---------------------------|---------------------------|--------------------------|
| ▪ City of Alexandria, LA | ▪ City of Salem, OR | ▪ Litchfield Park, AZ |
| ▪ City of Kansas City, MO | ▪ City of Tacoma, WA | ▪ Memphis Gas, Water, TN |
| ▪ City of Owensboro, KY | ▪ Eugene Water & Elec, OR | ▪ San Dieguito WD, CA |
| ▪ City of Firebaugh, CA | ▪ City of Livingston, CA | ▪ City of Buena Park, CA |

Other Feasibility Studies

- | | | |
|-------------------------|---|-----------------------------|
| City of Brownsville, TX | - | Electric Utility Rate Study |
| City of Detroit, MI | - | Organizational Study |
| City of Phoenix, AZ | - | Impact Fee Review |

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

County of Maui, HI	- Pretreatment Program
Imperial Irrigation District, CA	- Financial Feasibility Study
Imperial Valley Task Force, CA	- Financial Alternatives Study
MWD of Southern California, CA	- Review of New Demand Charges
Saudi Consolidated Electric Co.	- Electric Generation Dispatch Model
Texas A&M University, TX	- Power Supply Alternatives Study
United Water Conservation District	- Water Supply Pricing Model

Publications/Presentations

"Value of Rate Study in Project Finance", CSDA November/December 2011 Magazine, Sacramento, California

"Role of Rate Study with USDA Financing", CSDA Webinar, September 22, 2011, Sacramento, California

"Committee Involvement Facilitates Rate Implementation", AWWA Annual Conference and Expo, Toronto, Canada 1996

"Arizona Utility Rates", ASCE Arizona Fall Conference, Phoenix, Arizona 1997

"Utility Rate Seminar", Arizona Finance Officers Association, Spring Meeting, Flagstaff, Arizona 1998



Date: April 10, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Real Property Purchase and Sale Agreement between the City of Orange Cove and THE Estrada Real Estate Corporation.
Attachments: Real Property Purchase and Sale Agreement

BACKGROUND:

The City of Orange Cove is the owner of 5 vacant lots on Hope Ave., Orange Cove, California which are identified as APN#: 378-290-49T, APN# 378-290-50T; APN#378-290-51T, APN# 378-290-52T, APN# 378-290-53T. On March 7, 2019, the Estrada Real Estate Corporation made an offer to purchase the 5 vacant lots for \$150,000 for the development of residential property. On March 27, 2019, the City Council met in closed session to discuss the sale proposal and voted to accept the Estrada Real Estate Corporation's sale offer.

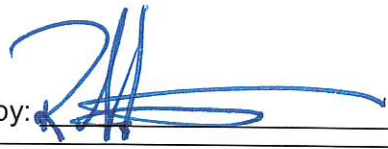
RECOMMENDATION:

That the City Council approve the attached Real Property Purchase and Sale Agreement.

FISCAL IMPACT:

The sale of this land for residential development has the potential to bring in additional property tax revenue for our General Fund along with other building activity revenue.

Prepared by: Rudy Hernandez

Approved by: 

REVIEW: City Manager: ☒

Finance: ☐

City Attorney: ☐

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(City of Orange Cove – The Estrada Real Estate Corporation)

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into this ____ day of ____, 2019 (the "Effective Date"), CITY OF ORANGE COVE by and between CITY OF ORANGE COVE, a municipal corporation (i) (referred to herein as "Seller"), and (ii) The Estrada Real Estate Corporation, a California for profit corporation, "Buyer"). Seller and Buyer are sometimes collectively referred to in this Agreement as the "Parties" and individually by their individual names or, without specific reference, as a "Party".

RECITALS:

A. WHEREAS, Seller is the owner of 5 vacant lots on Hope Ave, Orange Cove, California, and identified as APN#: 378-290-49T, APN# 378-290-50T; APN#378-290-51T, APN# 378-290-52T, APN# 378-290-53T as described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

B. WHEREAS, Seller is desirous of selling the property; and,

C. WHEREAS, Buyer is desirous of purchasing Property; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Buyer and Seller hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE PROPERTY

1.01 **Purchase of the Property.** Pursuant to the terms and subject to the conditions set forth in this Agreement, and for the consideration set forth in Section 1.02 of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, at the Closing (as defined in Section 6.06 of this Agreement). The Property shall include, without exception:

- (a) All improvements located on or under the Property;
- (b) All of Seller's right, title, and interest in and to any easements and rights of way relating to, used in connection with, or appurtenant to the Property, whether or not of record;
- (c) All fixtures or items of personal property that Seller may have an interest in as may be appurtenant or affixed to the Property;

(d) All of Seller's right, title and interest in any and all minerals, oil, gas and other hydrocarbons located on or under the Property; and

intangible property related to the Property.

1.02 **Purchase Price.** The purchase price for the Property shall be One-Hundred Fifty Thousand and no/100 Dollars (\$150, 000.00) (the "Purchase Price").

1.03 **Payment of the Purchase Price.** The Purchase Price for the Property shall be payable as follows:

(a) **Initial Deposit.** Within five (5) business days of the Effective Date, Buyer shall deposit the sum of Five-Thousand and No/100 Dollars (\$5,000.00) with Escrow Holder (as defined below) in cash, by cashier's or certified check, wire transfer or other immediately available funds (the "Initial Deposit"), which shall be held in escrow until the Contingency Period expires.

(b) **Final Payment.** Buyer shall make an additional cash payment of One-Hundred Forty-Nine Thousand and No/100 Dollars (\$145,000.00) (the "Final Payment") plus prorated Closing Costs, in cash, by cashier's or certified check, wire transfer or other immediately available funds acceptable to Escrow Holder, with Escrow Holder at least three (3) business days before the Closing Date (as defined in Section 6.06 of this Agreement).

1.04 **Conditions Precedent.** As further conditions to the Close of Escrow:

(a) **Due Diligence.** Seller shall make available for Buyers' inspection by Buyer, all available information, within Seller's possession or reasonably available to Seller, affecting the Property including, but not limited to, any bonds, assessments, engineering reports and/or surveys, environmental reports, soils reports, site and building plans, leases, services contracts, and any other recorded or unrecorded reports or agreements related to the Property ("Due Diligence Materials"). Buyer and its agents shall be granted access to the Property to conduct tests and inspections immediately after the Purchase and Sale Agreement has been fully executed, including environmental assessments and soils tests.

Buyer shall inspect the Property and complete all due diligence within 10 days of receipt of the Due Diligence Materials (the "Contingency Period"). Within the Contingency Period, at Buyer's sole discretion, Buyer shall have the right to cancel the Escrow with no further obligation or offset, and the entire Initial Deposit shall be immediately refunded to Buyer. Buyer and Seller may agree to extend the Contingency Period to allow for time for the entitlements to be obtained. If Buyer has not cancelled the Escrow by the expiration of the Contingency Period, the Initial Deposit shall become non-refundable and shall be immediately released to the Seller.

1.05 **Handling of Deposits.** If the Escrow fails to close by the Closing Date due to Buyer's default, the Initial Deposit shall be disbursed by the Escrow Holder to Seller. If Escrow closes, then Escrow Holder shall apply the Initial Deposit against the Purchase Price.

1.06 **Liquidated Damages.** SELLER AND BUYER AGREE THAT IT WILL BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER MAY SUFFER IN THE EVENT OF FAILURE OF BUYER TO CLOSE ESCROW ON THE CLOSING DATE DUE TO BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES THEREFORE AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT OF BUYER'S FAILURE TO CLOSE ESCROW ON OR BEFORE THE CLOSING DATE DUE TO BUYER'S DEFAULT IS AND SHALL BE AN AMOUNT EQUAL TO THE DEPOSIT IN THE AMOUNT OF \$2,000.00. ACCORDINGLY, IF BUYER FAILS TO CLOSE ESCROW ON THE CLOSE OF ESCROW DUE TO BUYER'S DEFAULT, SELLER SHALL BE ENTITLED TO RECEIVE THE DEPOSIT IN THE AMOUNT OF \$2,000.00 AND ALL INTEREST WHICH HAS ACCRUED THEREON AS SELLER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFAULT AND SELLER SHALL HAVE NO RIGHT TO SUE FOR DAMAGES, SPECIFIC PERFORMANCE, OR OTHER RELIEF AGAINST BUYER AND THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL IMMEDIATELY AND AUTOMATICALLY TERMINATE. By separately initialing below, the Parties hereby acknowledge their agreement concerning liquidated damages.

Buyer: _____

Seller: _____

ARTICLE II

POSSESSION, PHYSICAL INSPECTION, AND

CONDITION OF THE PROPERTY

2.01 **Possession.** Buyer shall have the right to possess the Property on and after the Close of Escrow.

2.02 **Approval of the Physical Condition of the Property.** Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that no representations or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents except as expressly set forth herein. Buyer further acknowledges that as of the close of escrow Buyer will be aware of all site and physical conditions, and all other matters effecting the use and condition of the Property, and buyer agrees to purchase the Property in the condition that it is in at close of escrow except as may be expressly set forth herein. If Seller is unable to deliver good and marketable title as evidenced by a policy of title insurance, then Buyer is not obligated to fund escrow.

Buyer shall have until the expiration of the Contingency Period, to approve or disapprove of Buyer's Inspections and all other matters relating to the physical condition of the Property. Buyer shall deliver the Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the

Contingency Period. If Buyer fails to deliver Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the Contingency Period, then Buyer shall be deemed to have approved Buyer's Inspections and the physical condition of the Property. In the event Buyer objects in writing to the condition of the Property before the expiration of the Contingency Period, Buyer shall be entitled to a full refund of the Initial Deposit and neither Buyer nor Seller shall have any further liability or responsibility to the other under this Agreement, except that Seller shall immediately and forthwith cause the Initial Deposit to be promptly returned to Buyer along with all interest accruing thereon.

2.03 **Buyer's Indemnification of Seller.** Buyer shall indemnify, defend, and hold Seller, and Seller's employees, agents, successors, and assigns, and each of them, and the Property, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing Buyer's Inspections.

ARTICLE III

CONDITION OF TITLE TO THE PROPERTY

3.01 **Condition of Title to the Property.** Seller shall convey fee simple title in and to the Property to Buyer at the Closing. Title shall be conveyed by Seller to Buyer by grant deed, subject to the items enumerated in this Section 3.01. Buyer shall accept title to the Property subject to the following exceptions (the "Permitted Exceptions"):

(a) Any easements and rights-of-way for public roads, public utilities, underground pipelines that are of the record or apparent, except as provided in Section 3.02 of this Agreement;

(b) The lien for property taxes that are assessed but not yet delinquent (if any);

(c) The lien for supplemental taxes and assessments resulting from the change in ownership created by the sale of the Property to Buyer (if any); and

(d) All other exceptions to title reflected on a preliminary title report (the "Preliminary Report"), except as objected to by Buyer pursuant to Section 3.02 of this Agreement.

3.02 Preliminary Report.

(a) **Title Review.** Within five (5) business days from the execution of this Agreement, Seller shall, at Seller's sole expense, obtain and deliver to Buyer the Preliminary Report to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), provided such objections are made to

Seller in writing on or before the Contingency Date. If Buyer fails to notify Seller, in writing, of any objections to title by such date, then Buyer shall be deemed to have accepted title to the Property subject to all of the exceptions to title reflected in the Preliminary Report.

(b) **Removal of Exceptions.** Seller agrees to remove all monetary liens and monetary encumbrances on the Property (the "Monetary Liens") and cause reconveyances or releases of same prior to the Close. If Buyer timely objects to any exception to title set forth in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement) and other than as to Monetary Liens which Buyer is hereby deemed to have disapproved and Seller has agreed herein to cure, Seller shall notify Buyer in writing that Seller will either (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer, insuring against the exception; or (iii) terminate the sale of the Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Property subject to such exception.

3.03 **Title Insurance.** Buyer shall receive at the Close of Escrow, a CLTA Owner's Policy of Title Insurance for the Property (the "Title Policy") in the amount of the Purchase Price. The Title Policy shall insure that fee title to the Property is vested in Buyer as of the date and time the deed is recorded, subject to only the usual printed title company exceptions and those exceptions set forth in Section 3.01 or approved by Buyer pursuant to 3.02 (a) of this Agreement.

ARTICLE IV

COVENANTS, REPRESENTATIONS, AND WARRANTIES

4.01 **Covenants, Warranties, and Representations of Seller.** Seller hereby makes the following covenants, representations, and warranties and acknowledges that Buyer's execution of this Agreement has been made and Buyer's acquisition of the Property will be made in material reliance by Buyer on these covenants, representations, and warranties:

(a) **Authority.** Seller has the authority to enter into this Agreement and to perform all covenants and obligations and make all representations and warranties set forth in this Agreement. Seller's City Council, at a duly convened meeting, authorized the City Manager to execute this Agreement;

(b) **Organization.** Seller is a duly organized and validly existing municipal corporation existing under the laws of the State of California.

(c) **No Knowledge of Defects in Title.** There are no defects in title to the Property, or any portion thereof, which is not of record or that have not been disclosed in writing to Buyer and the Escrow Holder.

(d) **Governmental Violations.** The Property does not violate any Federal, State, County, City, or other building, zoning, fire, health codes or ordinances, or other governmental regulations applicable to the Property. Neither the execution and delivery of this Agreement, nor the consummation of the transactions called for or

contemplated hereby, violates any Federal, State, County, City laws, regulations, statutes or ordinances.

(e) **Litigation.** There are no actions, suits, claims, legal proceedings or other matters pending and, to the knowledge of Seller, there are no threatened actions, suits, claims, legal proceedings or other matters, involving or affecting the Property, or any portion thereof, at law, in equity or otherwise, before any court or governmental agency.

(f) **Environmental.**

(i) **Environmental Representations and Warranties.** Seller represents and warrants that any and all handling, transportation, storage, treatment or usage of Hazardous Substances (as defined in Section 4.01(f)(iii) of this Agreement) that has occurred on the Property, or any portion thereof, during the period of Seller's ownership has been in compliance with all Environmental Requirements (as defined in Section 4.01(f)(ii) of this Agreement) and has not resulted in a release of any Hazardous Substances above, on, or beneath the Property, or any portion thereof, or any adjoining or other property. Seller further represents and warrants that, except as otherwise disclosed to Buyer in writing, any currently known Hazardous Substances that might be present above, on, or beneath the Property, or any portion thereof, do not exceed those concentrations that would violate current applicable laws and regulations and there are no underground storage tanks at the Property.

(ii) **"Environmental Requirements" Defined.** "Environmental Requirements" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states or political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Substances", chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater,

or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, materials, or wastes, whether solid, liquid, or gaseous in nature.

- (iii) **"Hazardous Substances" Defined.** The term "Hazardous Substances" shall include without limitation: (A) those substances included within the definitions of "Hazardous Substances," "Hazardous Materials," "Toxic Substances" or "Solid Waste" in CERCLA (42 U.S.C. 9601 et seq.), RCRA (42 U.S.C. 6901 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), TSCA (15 U.S.C. § 2601 et seq.) and in the regulations promulgated pursuant to said laws; (B) those substances defined as "Hazardous Wastes" in sections 25117 of the California Health and Safety Code, or as "Hazardous Substances" in section 25316 of the California Health and Safety Code and in the regulations promulgated pursuant to said laws; (C) those substances listed in the United States Department of Transportation Table of Hazardous Materials (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; and (v) any material, waste or substance which is petroleum, asbestos, polychlorinated biphenyls, flammable explosives, or radioactive materials. Any reference herein to statutory or regulatory sections shall be deemed to include any amendments thereto and any successor sections. "Hazardous Substances" shall also include any substance the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action or policy; and includes, in addition, any substance the presence of which causes or threatens to cause a nuisance upon the Property, or any portion thereof, or adjacent property, or threatens the health and safety of persons on or about the Property, or any portion thereof.

(g) **Leases.** Excluding any Permitted Exceptions, as of the Closing, the Property will not be subject to any leases, licenses or other rights of possession of any kind whatsoever.

(h) **Performance.** Seller shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Seller is required to perform, comply with or satisfy under this Agreement.

4.02 **Covenants, Warranties, and Representations of Buyer.** Buyer hereby makes the following covenants, representations, and warranties to Seller and acknowledges that Seller's execution of this Agreement has been made and Seller's agreement to sell the Property to Buyer will be made in material reliance by Seller on these covenants, representations, and warranties:

(a) **Authority.** Buyer has the authority to enter into this Agreement, and to perform all covenants and obligations, and make all representations and warranties, set forth in this Agreement.

(b) **No Violation.** Neither the execution nor delivery of this Agreement, nor the consummation of the transactions called for or contemplated hereby, will as of the closing, violate any contract, agreement or instrument to which Buyer is a party or bound.

(c) **Performance.** Buyer shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.

ARTICLE V

CONDITIONS PRECEDENT

5.01 **Conditions Precedent to Seller's Obligation to Perform.** Seller's obligation to perform as set forth in this Agreement is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

(a) **Performance by Buyer.** Seller's City Council, at a duly convened meeting, authorized the City Manager to execute this Agreement;

(b) **Organization.** Seller is a duly organized and validly existing municipal corporation under the laws of the State of California.

(c) Buyer shall have performed each of the acts to be performed by it under this Agreement, including, without limitation, and depositing the Initial Deposit and Buyer's share of the Closing Costs (as defined in Section 6.05 of this Agreement) into the Escrow by the Closing Date.

(d) **Accuracy of Buyer's Representations and Warranties.** Each of Buyer's representations and warranties set forth in Section 4.02 shall be true at the Close of Escrow as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any or all of which may be waived by Seller in Seller's sole discretion.

5.02 **Conditions Precedent to Buyer's Obligations to Perform.** Buyer's obligation to perform as set forth in this Agreement is hereby expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

(a) **Performance by Seller.** Seller shall have performed every act to be performed by it under this Agreement, including, without limitation, depositing into Escrow a signed, notarized grant deed conveying the Property to Buyer (the "Grant Deed").

(b) **Accuracy of Seller's Representations and Warranties.** Each of the representations and warranties of Seller contained in Section 4.01 or elsewhere in this Agreement shall be true at the Close of Escrow as if affirmatively made at that time.

(c) **Approval of the Physical Condition of the Property.** Buyer shall have approved, or have been deemed to have approved, Buyer's Inspections and the physical condition of the Property.

(d) **Objections to Title.** Any objections to any exceptions to title set forth in the Preliminary Report shall have been remedied by Seller as set forth in clauses (i), (ii) or (iii) of Section 3.02(b) of this Agreement.

(e) **Title Insurance.** The Escrow Holder shall be committed to issue the Title Policy as set forth in Section 3.03 of this Agreement in the condition set forth in Section 3.01 of this Agreement and Seller shall have complied with all requirements of Escrow Holder in connection with the issuance of the Title Policy.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived by Buyer in Buyer's sole discretion.

5.03 **Failure or Waiver of Conditions Precedent.** In the event any of the conditions set forth in Sections 5.01 and 5.02 of this Agreement are not fulfilled or waived on or before the Closing Date, this Agreement shall terminate and all rights and obligations under this Agreement of each Party shall be at an end, unless otherwise agreed in writing by Seller and Buyer. Seller or Buyer may elect, at any time prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02 of this Agreement, as applicable. In any event, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions (but such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement).

ARTICLE VI

ESCROW

6.01 **Establishment of Escrow.** Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Alisa Scott at First American Title, -- 7010 N Palm Avenue, Fresno, California 93650 (the "Escrow Holder") to provide for the conveyance of the Property by Seller to Buyer pursuant to this Agreement. Within five (5) business days after the execution of this Agreement, a duplicate of this Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to the Escrow Holder concerning this transaction.

6.02 **Deposits in Escrow.** The Parties shall make the following deposits in Escrow at or prior to the Close of Escrow:

(a) **Seller's Deposits.** Seller shall deposit the following funds and documents into the Escrow prior to the Close of Escrow:

- (i) An executed and acknowledged original Grant Deed; and
- (ii) Such other documents as deemed necessary by the Escrow Holder.

(b) **Buyer's Deposits.** Buyer shall deposit the following funds and documents into the Escrow prior to the Close of Escrow:

- (i) The approval or disapproval of Buyer's Inspections and the physical condition of the Property described in Section 2.03 of this Agreement;
- (ii) The Final Payment;
- (iii) A Preliminary Change in Ownership Report;
- (iv) Buyer's Share of the Closing Costs; and
- (v) Such other documents as deemed necessary by the Escrow Holder.

6.03 **Prorations.** Seller shall be responsible for any non-exempted supplemental assessments or reassessments made to the extent attributable to any period prior to the Closing Date, and Buyer shall be responsible for all periods thereafter. Buyer shall pay any supplemental taxes assessed pursuant to the laws of the State of California resulting from the sale of the Property to Buyer. The Escrow Holder shall prorate real and personal property taxes or assessments and other like charges relating to the Property to the extent attributable to any period

prior to the Closing Date to Seller, and to Buyer for all periods thereafter. Seller is a tax-exempt governmental entity and shall only pay the prorated amount of non-exempted taxes, if any.

6.04 **Title Insurance.** At the Closing, the Escrow Holder shall commit to provide or issue, effective as of that date, the Title Policy as set forth in Section 3.03 of this Agreement.

6.05 **Costs and Expenses.** Closing costs (the "Closing Costs") shall be borne by the Buyer as follows:

(a) The premium for the Title Policy and any transfer taxes, sales taxes, or other similar taxes shall be paid by Buyer;

(b) Recording fees, document preparation fees, and any use taxes shall be paid by Buyer;

(c) Escrow fees and other Closing Costs shall be paid by the Buyer.

Buyer shall deposit additional funds into the Escrow in an amount equal to the Closing Costs as determined by the Escrow Holder; provided, however, that if sufficient funds have been otherwise deposited into the Escrow, the Escrow Holder is hereby authorized to withhold Buyer's share of the Closing Costs from funds that would otherwise be distributable to Buyer, if any.

6.06 **Closing Date.** Unless otherwise extended by the Parties in writing, the Close of Escrow shall be no later than fifteen (15) days from the close of the Contingency Period. As used herein, the terms "Close", "Closing", and "Closing Date" shall be synonymous with the term Close of Escrow.

6.07 **Conditions Precedent to the Close of Escrow.** The Close of Escrow is hereby expressly conditioned on the satisfaction or waiver by the Party whose performance is conditional thereon, of each of the conditions precedent contained in Article V hereof.

6.08 **Procedure for Closing.** The Escrow Holder shall close the Escrow by doing the following:

(a) Pay from funds deposited by Seller or otherwise distributable to Seller, all claims, demands, and liens necessary to place title to the Property in the condition set forth in Section 3.01 of this Agreement;

(b) Pay from funds deposited by Buyer, Buyer's share of the Closing Costs;

(c) Prorate real and personal property taxes, assessments, and charges as set forth in Section 6.03 of this Agreement;

(d) Date the Grant Deed as of the Close of Escrow;

(e) Record the Grant Deed in the Official Records of the County of Fresno, State of California, and direct the County Recorder to affix the transfer tax after recording, and return the recorded Grant Deed to Buyer with a conformed copy to Seller;

(f) Deliver a copy of Buyer's and Seller's closing statements for this Escrow to the respective Parties;

(g) Unless otherwise instructed by Seller unilaterally, deliver the Deposit and the Final Payment, less payments, and other charges that are chargeable to Seller as authorized hereunder, to Seller;

(h) Deliver any remaining funds held in Escrow to Buyer; and

(i) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 3.03 of this Agreement no later than thirty (30) days after the Closing Date.

6.09 **Inability to Close.** In the event the Escrow Holder is unable to close the Escrow and the Closing Date is not otherwise extended, this Escrow shall terminate. The Escrow Holder shall return to each Party any money or documents deposited by the Parties and terminate the Escrow; provided, however, that any cancellation charges imposed by the Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, divided equally between Buyer and Seller.

ARTICLE VII

MISCELLANEOUS

7.01 **Survival and Indemnity.** Notwithstanding the Closing, delivery of instruments, conveyances of property, and payment of consideration therefore the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement shall survive the Closing including Buyers' obligations under paragraph 1.05 above, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, suits, actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying party of any such representation, warranty, covenant, or agreement.

7.02 **Commissions and Fees.** The parties hereby represent that neither party is represented by a broker herein nor no fees or commissions are payable to any third party broker. Buyer and Seller shall indemnified and defend each other from claims of broker fees arising from this transaction.

7.03 **Costs and Expenses.** Each of the Parties shall pay all costs and expenses incurred, or to be incurred, by them in negotiating and preparing this Agreement, and in closing and carrying out the transactions contemplated by this Agreement, including, without limitation, their attorneys', paralegals', and other professionals' fees and costs.

7.04 **Time.** Time is of the essence of this Agreement and all of its provisions.

7.05 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the purchase and sale of the Property, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties.

7.06 **Waiver.** A waiver of any breach of this Agreement by any Party shall not constitute a continuing waiver, or a waiver of any subsequent breach of the same, or any breach of another, provision of this Agreement.

7.07 **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Each Party agrees to accept facsimile signatures as original signatures.

7.08 **Assignment.** Neither Party may assign any or all of its rights under this Agreement, including the right to purchase the Property, or delegate any of the duties and obligations under this Agreement, to any other person, without the prior written consent of the other Party.

7.09 **Binding Effect.** Subject to the provisions of Section 7.08 of this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Parties.

7.10 **Professionals' Fees.** If any suit, action or proceeding of any kind (an "Action") is brought by any Party to enforce, defend or interpret any provision of this Agreement (including, without limitation, an Action for declaratory relief or any proceeding in the Bankruptcy Court in which any party to this Agreement is a debtor), the prevailing party in such Action shall recover from the other parties to such Action all reasonable costs and expenses which the prevailing party may incur in bringing such Action (including, without limitation, any bankruptcy proceeding involving issues peculiar to bankruptcy law in which any party to this Agreement takes any legal action to protect or enforce his rights) and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such Action and shall be paid whether or not such Action is prosecuted to judgment. For purposes of this Section 7.11, the "prevailing party" means the Party entitled to recover costs of suit, whether or not any Action proceeds to final judgment. Any judgment or order entered in such Action shall specifically provide for the recovery of all reasonable costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, costs and expenses incurred in enforcing such judgment. For purposes of this Section 7.11, "costs and expenses"

shall include all court costs and all attorneys', paralegals', and other professionals' fees and costs.

7.11 **Notices.** All notices and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile to the person to whom notice is to be given at the facsimile number set forth below, or (iii) on the third day after mailing if mailed to the party to whom notice is to be given by first-class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Buyer:	The Estrada Real Estate Corporation 677 W.Palmdon Dr, Suite 202 Fresno, CA. 93704
To Seller:	City of Orange Cove 633 Sixth Street Orange Cove, California 93646 Attn: Rudy Hernandez, Interim City Manager
With a Copy to:	Daniel T. McCloskey, Esq. Tuttle & McCloskey 750 E. Bullard Avenue, Suite 101 Fresno, California 93710 Phone: (559) 437-1770

A Party or other designated recipient may change their address and/or facsimile number by notifying the other Party and designated recipient to this Agreement of their or its new address and/or facsimile number in accordance with the procedures set forth in this Section 7.12.

7.12 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding the conflicts of laws provisions thereof to the extent that they might allow another State's laws to apply. The Parties agree that venue for any litigation arising under this Agreement shall be in the County of Fresno, State of California, if instituted in the State courts, or the Eastern District of California (Fresno), if instituted in the Federal courts.

7.13 **Partial Invalidity.** If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

7.14 **Construction.** All words used in this Agreement shall be construed to include the plural as well as the singular number, and vice versa; words used in this Agreement in the present tense shall include the future as well as the present; and words used in this Agreement in the masculine gender shall include the feminine and neuter genders, whenever the context so requires.

7.15 **Effect of Headings.** The subject headings of the articles, sections, and subsections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

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

“Buyer”

THE ESTRADA REAL ESTATE CORP

By _____
The Estrada Real Estate Corporation

“Seller”

CITY OF ORANGE COVE

By _____
Rudy Hernandez
Interim City Manager

LIST OF EXHIBITS

- A. Legal Description of the Property – The 5 vacant lots are on Hope Ave., Orange Cove, California, and are identified as APN#: 378-290-49T, APN# 378-290-50T; APN#378-290-51T, APN# 378-290-52T, APN# 378-290-53T.
- B. All plans & entitlements shall transfer with the property.



Date: April 10, 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)
- Utility Billing – New Water and Sewer Rate increases to take effective April 1, 2019 (This Rate Increase was approved on January 10, 2018). City Residents will see these water/sewer rate increases in their May 2019 utility bill.

RECOMMENDATION:

For Information Only.

Prepared by: _____

Approved by:  _____

REVIEW: City Manager:  _____

Finance: _____

City Attorney: _____

TYPE OF ITEM: **COUNCIL ACTION:** **APPROVED** **DENIED** **NO ACTION**

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

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