



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Roy Rodriguez, Council Member

Josie Cervantes, Council Member

Esperanza Rodriguez, Council Member

WEDNESDAY, OCTOBER 28, 2020 - 6:30 P.M.

TELECONFERENCE

(CALL 888-204-5987 ACCESS CODE 8166599#)

A. Call to Order/Welcome

Roll Call

B. Confirmation of Agenda

C. Consent Calendar

1. Council Minutes of October 14, 2020
2. City Warrants for the month September 2020
3. Approval of Job Description for Maintenance III

D. Administration

City Engineer

4. **SUBJECT:** Consideration and Necessary Action on a Resolution Authorizing the Application to the Fresno COG Regional Competitive ATP.

Recommendation: Council to approved Resolution No. 2020-34 Authorizing the Application to the Fresno COG Regional Competitive ATP.

Events Committee:

5. **SUBJECT:** Update report on City Events

Recommendation: Informational Item Only

Director of Building and Development Services:

6. SUBJECT: PUBLIC HEARING: Macias and Howard Annexation (Reorganization) Project

Recommendation: Council to approve the following Resolutions:

Macias Annexation

- a. Resolution No. CC 2020-41 for consideration of adoption of the Negative Declaration for the Macias Annexation Project.
- b. Resolution No. CC 2020-42 for consideration of approval for General Plan Amendment (GPA 2020-12) to redesignate the property from 'Medium Density Residential to High Density Residential', and 'Medium Density Residential to General Commercial' and Zoning Amendment (ZA 2020-13) for consideration of approval to Pre-Zone the property from 'Fresno County AL-20 District to Orange Cove's R-1-6 Single Family District' and to 'R-3 Multi-Family Residential District' and to 'C-2 Community Shopping Center'.
- c. Resolution No. CC 2020-43 for consideration of approval for Tentative Tract Map 6289, subject to conditions, that will create 32 single family residential lots, one (1) multi-family residential lot for 100 apartment units, and 4 commercial lots.
- d. Resolution No. CC 2020-44 for consideration of approval to initiate the annexation process of the Macias property into the City and detachment of the property from Fresno County, the Orange Cove Irrigation District and the Orange Cove Police Protection District.

Howard Annexation

- a. Resolution No. CC 2020-37 for consideration to adopt a Negative Declaration on the Howard Annexation Project.
- b. Resolution No. CC 2020-38 for consideration to approve General Plan Amendment (GPA 2020-10) to redesignate the property from 'Medium Density Residential to High Density Residential', and Zoning Amendment (ZA 2020-11) for consideration to approve to Pre-Zone the property from 'Fresno County AL-20 District' to Orange Cove's 'R-1-6 Single Family District' and to 'R-3 Multi-Family Residential District'.
- c. Resolution No. CC 2020-39 for consideration to approve Tentative Tract Map 6288, subject to conditions, that will create 164 single family residential lots and one (1) high density multi-family residential lot for 100 apartment units.
- d. Resolution No. CC 2020-40 for consideration of approval to initiate the annexation process of the Howard property into the City and detachment of the property from Fresno County, the Orange Cove Irrigation District and the Orange Cove Police Protection District.

Interim City Manager:

7. **SUBJECT: Public Hearing:** Application for funding under the next fiscal year's (July 1 to June 30) State administered Community Development Block Grant (CDBG) Program

Recommendation: Council to approve Resolution No. 2020-33 A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE FUNDS NOFA's

8. **SUBJECT: Public Hearing:** Increasing Development Impact Fees

Recommendation: Council to approve Resolution No. 2020-35 to Increase the Development Impact Fee

9. **SUBJECT:** Information for Calling a Parcel Tax Election in March 2021

Recommendation: Staff requests direction as to proceed with a Parcel Tax Election in March 2021

10. **SUBJECT: Public Hearing:** Proposed Ballot Measure to adopt a Resolution and Ordinance creating a parcel tax on real property within the City for the provision of public safety fire and police services

Recommendation: Council to approve Resolution 2020-36 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE SUBMITTING TO THE CITY OF ORANGE COVE'S QUALIFIED VOTERS AT THE MARCH 2, 2021 ELECTION A MEASURE SEEKING VOTER APPROVAL OF A PARCEL TAX UPON PARCELS OF REAL PROPERTY FOR THE PROVISION OF POLICE AND FIRE PROTECTION SERVICES; ESTABLISHING POLICIES AND PROCEDURES IN CONNECTION WITH SUCH AN ELECTION; REQUESTING THE FRESNO COUNTY BOARD OF SUPERVISORS TO DIRECT THE COUNTY REGISTRAR OF VOTERS TO CONDUCT THE ELECTION, WHICH SHALL BE CONSOLIDATED WITH THE GENERAL ELECTION ON MARCH 2, 2021; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE; AUTHORIZING ARGUMENTS AND THE FILING OF REBUTTAL ARGUMENTS FOR OR AGAINST THE MEASURE; AUTHORIZING THE CITY MANAGER TO APPROPRIATE THE FUNDS NECESSARY TO PAY THE CITY'S COST OF PLACING THE MEASURE ON THE ELECTION BALLOT; AND DIRECTING THE COUNTY CLERK TO TAKE STEPS NECESSARY TO PLACE THE MEASURE ON THE BALLOT AND TO CAUSE THE MEASURE OR ORDINANCE TO BE PRINTED.

11. **SUBJECT:** Approval of new trucks for City's Public Works and Wastewater Department

Recommendation: Staff recommends that the City Council approve the purchase of the two (2) new trucks for the City's Public Works and Wastewater Department from Jim Manning Dodge, Inc. from Dinuba, CA for \$85,263.30

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

Recommendation: Informational Item Only

13. **SUBJECT:** November 11, 2020 Council Meeting

Recommendation: Council to reschedule the November 11, 2020 regular Council Meeting due to the Veterans Holiday

14. **SUBJECT:** November 25th and December 23rd, 2020 Council Meetings

Recommendation: Council to cancel the November 25th and December 23rd, 2020 Council Meeting due to the Holidays

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 speaker's 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 (City Council, City Manager and City Attorney will have a private teleconference number to call in for the Closed Session Item)

15. Conference with Labor Negotiators (Government Code Section 54957.6)
a. City Designated Representative: Rudy Hernandez, Interim City Manager

J. 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.

**IMPORTANT NOTICE REGARDING
CITY OF ORANGE COVE PUBLIC MEETINGS
COUNCIL MEETING – OCTOBER 28, 2020 AT 6:30 P.M.
TELECONFERENCE**

Based upon recommendations from the CDC regarding social distancing relative to COVID-19 (coronavirus) and in accordance with the applicable provisions of Executive Orders N-25-20 and N-29-20 issued by Governor Newsom ("EO"), all public meetings will be held via teleconference. The City will have available a free call-in conference call number for those who wish to listen and/or provide public comment during the public comment period of the agenda or on a specific agenda item.

Those wishing to join via call-in conference should call (US): (888) 204-5987 (Access Code: 8166599#). If you are intending to comment, we are asking you to please contact City Clerk June V. Bracamontes in advance of the meeting at jvb@cityoforangecove.com, or by calling 559-393-3931. We are asking those to pre-register so that we can keep the meeting orderly, given everyone will be non-visible. There will still be time to provide public comment should you not pre-register. We will be asking all those interested to please call in 5 minutes prior to the regular meeting start time and keep their telephones on "mute" unless speaking during the public comment portion of the agenda or speaking on a specific agenda item after the Mayor requests public comment on the specific agenda item. If you would like to comment, please say your name clearly for the record.

If you need any special assistance or have questions please contact City Clerk June V. Bracamontes at jvb@cityoforangecove.com, or by calling 559-393-3931.

For continual updates regarding COVID-19, visit the city's website at cityoforangecove.com.



MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Roy Rodriguez, Council Member

Josie Cervantes, Council Member

Esperanza Rodriguez, Council Member

WEDNESDAY, OCTOBER 14, 2020 - 6:30 P.M.

TELECONFERENCE

(CALL 888-204-5987 ACCESS CODE 8166599#)

A. Call to Order/Welcome

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

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

B. Confirmation of Agenda

Interim City Manager requested to table Agenda items #11 and #13 as presented.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Rodriguez, Council approved to table Council Agenda items #11 and #13.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

C. Consent Calendar

1. Council Minutes of September 23, 2020

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Consent Calendar as presented.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

D. Administration

City Engineer

2. **SUBJECT:** Presentation by City Engineer Alfonso Manrique Monthly Update Reports on City Projects

Recommendation: Informational Item Only

-Water Enterprise a. Friant Kern Canal Shut Down - Water Storage Basin Liner and Temporary Cofferdam Project

- EDA Off-Site Improvements at Northwest Corner of Park Blvd and Anchor Ave

- 2020 CDBG Application

-Proposition 68 – Round 4 – Statewide Park Development and Community Rev

-EDA Off-Site Improvements at Northwest Corner of Park Blvd and Anchor Ave

Chief of Police

3. **SUBJECT:** Monthly Activity Report Presented by Marty Rivera, Chief of Police

Recommendation: Informational Item

-Police Department Staff level

-September 2020 monthly statistic

-Animal Control Activity Report

Interim Public Works Director

4. **SUBJECT:** Presentation by Andy Valencia update report on the Food Drive and Public Works Projects

Recommendation: Informational Item Only

Food Drive October 10, 2020

640 families received food package

Thanked Police Department for traffic control and Public Works Staff

Thanked Mayor and Council

Food Drive was given to families from Orange Cove and surrounding Cities

Coffer Dam

Weed Control Rails for Trails

Installing new Play-ground equipment at Eaton Park

Paint Stripping on the city streets, Public Works will do stripping will get 3 quotes for the equipment.

Interim City Manager Rudy Hernandez added to proceed to buy the equipment.

5. **SUBJECT:** Dry Solid Removal at the Waste Water Treatment Plant

Recommendation: Council to approve the cost of \$14,000 to remove the solids at the Waste Water Treatment Plant as required by the State of California, State Water Resources Control Board (SWRCB), Wastewater Discharge Requirement (WDR)

Upon the motion by Councilman Rodriguez and seconded by Mayor Pro Tem Silva, Council approve the cost of \$14,000 to remove the solids at the Waste Water Treatment Plant as required by the State of California, State Water Resources Control Board (SWRCB), Wastewater Discharge Requirement (WDR)

Yes:	Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No:	None
Absent:	None
Abstain:	None

Events Committee

6. **SUBJECT:** Presentation by David Lopez regarding upcoming events

Recommendation: Information Item Only

David Lopez and Rudy Hernandez working with Fresno County CDC planning an event for October Halloween and will be drafting a letter to the County for approval.

Mayor Pro Tem Silva not in agreement with the October Halloween Event this year and Councilwoman Josie Cervantes stated not a good time. Councilwoman Rodriguez indicated it is too risky right now.

Interim City Manager:

7. **SUBJECT:** Contract for the Child Care Development Services in the Fiscal Year 2020-2021 Amendment 01

Recommendation: Council to approve Resolution No. 2020-31 approving and authorizing execution of Contract documents with the Department of Education of the State of California for the Purpose of Providing Child Care and Development Services in the Fiscal Year 2020-2021- Amendment 01

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Rodriguez, Council approve Resolution No. 2020-31 approving and authorizing execution of Contract documents with the Department of Education of the State of California for the Purpose of Providing Child Care and Development Services in the Fiscal Year 2020-2021- Amendment 01

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

8. **SUBJECT:** 2020 Cal Home Program Application

Recommendation: Resolution approving the submittal of an application to the Cal Home Program for up to \$600,000 for Owner-Occupied Rehabilitation with or without accessory dwelling units within the City

Interest free loans must be paid in 30 years.

Upon the motion by Councilman Rodriguez and seconded by Mayor Pro Tem Silva, Council approved the submittal of an application to the Cal Home Program for up to \$600,000 for Owner-Occupied Rehabilitation with or without accessory dwelling units within the City

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

9. **SUBJECT:** Approval of County Cares Act Expenditure Plan

Recommendation: Council to approve the County Cares Act Expenditure Plan as proposed by City Staff

Interim City Manager presented to Council the County Cares Act Expenditure Plan Covid related 90 businesses in Orange Cove

Councilman Roy Rodriguez would like that the monies to go to the businesses that were impacted by the COVID 19 such as the non-essential business.

Interim City Manager Rudy Hernandez indicated that these monies would be a gift to the businesses.

Mayor Pro Tem Silva indicated that we should focus on the non-essential businesses they were hit extremely hard.

Mayor Lopez also agreed that the monies go with the non-essential businesses.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the County Cares Act Expenditure Plan and that the City give the monies to the non-essential business that were impacted by the COVID-10.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

10. **SUBJECT:** Demolition of Valmart Property

Recommendation: Based on the lowest bid from the 4 bid proposals, staff recommends City Council to approve the demolition and clean up services bid received from DKI from Fresno, CA for the amount of \$38,750

Demolition will start October 21st and completed within 7 days by October 28, 2020

Upon the motion by Councilman Rodriguez and seconded by Mayor Pro Tem Silva, Council approved the demolition and clean up services bid received from DKI from Fresno, CA for the amount of \$38,750.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Absent: None
Abstain: None

11. **SUBJECT:** Approval of Salary Adjustments for Water and Waste Water Fund Positions

Recommendation: Council to approve the salary adjustments for water and sewer fund positions

Item tabled

12. **SUBJECT:** Financial Update

Recommendation: Informational Item Only

Interim City Manager Rudy Hernandez presented to Council the following items:

- *Fresno Area Hispanic Foundation – Small Business Grant Program \$50,000
- *Fresno County/Centro La Familia Advocacy Services (Housing Retention Program)
\$1500 for single person household or \$3000 per multi-person household
- *Self-Help Enterprises – 2020 CDBGCV-1 Application Preparation (Formerly CDBG Business Loan program) - \$98,000
- *Latest on Financial Assistance to State, County and Local Governments

13. **SUBJECT:** Amendment Extending the Existing Agreement for the City Engineering Services with AM Consulting Engineers, Inc. to address EDA Project

Recommendation: Council to approve the amendment to the Existing Agreement for City Engineering Services with AM Consulting Engineers, Inc.

Item Tabled.

E. Public Forum

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None

F. City Manager's Report

None

G. City Attorney's Report

None

H. City Council Communications

Mayor Pro Tem Silva thanked those who came out to the National Day of Prayer on September 26, 2020.

Mayor called Mayor Pro Tem event was beautiful and thanked Andy Valencia and City Staff for the operating the Food Program excellent job by Central Familia

I. Adjournment

Mayor Lopez adjourned the City Council Meeting at 8:05 p.m.

RESPECTFULLY SUBMITTED:

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____

REPORT.: Oct 21 20 Wednesday
 RUN...: Oct 21 20 Time: 10:11
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 09-20 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
046240	09/01/20	ATM1	AT&T MOBILITY	1622.43	.00	1622.43	X08192020	COMMUNICATION
046241	09/01/20	HER01	RUDY HERNANDEZ	8800.00	.00	8800.00	82	FINANCIAL CONSULTING/INTE
046242	09/01/20	SOC03	STATE OF CALIFORNIA DEPAR	32.00	.00	32.00	463371	LIVE SCAN
046243	09/02/20	RR001	ROY RODRIGUEZ	262.00	.00	262.00	090220	MEDICAL REIMBURSEMENT
046244	09/04/20	APV01	AMERIPRIDE UNIFORM SERVIC	52.47	.00	52.47	502629878	JANITORIAL SUPPLIES FOR W
				44.64	.00	44.64	502629886	JANITORIAL SUPPLIES FOR C
				49.99	.00	49.99	502629920	JANITORIAL SUPPLIES FOR W
				52.47	.00	52.47	502633721	JANITORIAL SUPPLIES FOR W
				44.64	.00	44.64	502633723	JANITORIAL SUPPLIES FOR C
				49.99	.00	49.99	502633732	JANITORIAL SUPPLIES FOR W
				52.47	.00	52.47	502660540	JANITORIAL SUPPLIES FOR W
				44.64	.00	44.64	502660550	JANITORIAL SUPPLIES FOR C
				49.99	.00	49.99	502660578	JANITORIAL SUPPLIES FOR W
				52.47	.00	52.47	502664412	JANITORIAL SUPPLIES FOR W
				44.64	.00	44.64	502664420	JANITORIAL SUPPLIES FOR C
				49.99	.00	49.99	502664456	JANITORIAL SUPPLIES FOR W
				99.36	.00	99.36	502664469	JANITORIAL SUPPLIES FOR P
				39.50	.00	39.50	502664471	JANITORIAL SUPPLIES FOR P
				52.47	.00	52.47	502668234	JANITORIAL SUPPLIES FOR W
				233.40	.00	233.40	502668237	JANITORIAL SUPPLIES FOR C
				49.99	.00	49.99	502668275	JANITORIAL SUPPLIES FOR W
Check Total.....:				1063.12	.00	1063.12		
046245	09/04/20	BES05	BEST UNIFORMS	319.57	.00	319.57	42426	UNIFORMS FOR PD INV#42426
046246	09/04/20	CWS01	CORBIN WILLITS SYSTEM	260.00	.00	260.00	000C00630	ENHANCEMENT AND SERVICE
				1495.00	.00	1495.00	000C00715	ENHANCEMENT AND SERVICE
				1170.00	.00	1170.00	000C00815	ENHANCEMENT AND SERVICE
				938.47	.00	938.47	000C007151	ENHANCEMENT AND SERVICE
				938.47	.00	938.47	000C008151	ENHANCEMENT AND SERVICE
Check Total.....:				4801.94	.00	4801.94		
046247	09/04/20	DLI01	DE LAGE LANDEN PUBLIC FIN	4036.98	.00	4036.98	68702773	COPIER LEASE INVOICE#6870
				3951.10	.00	3951.10	69122492	COPIER LEASE INVOICE#6912
Check Total.....:				7988.08	.00	7988.08		
046248	09/04/20	FB001	THE FRESNO BEE	1402.20	.00	1402.20	2020-27	RESOLUTION NO. 2020-27
046249	09/04/20	FMAAA	FRESNO-MADERA AREA AGENCY	57.09	.00	57.09	002417	SITE SUPPLIES INV#002417
046250	09/04/20	FWUA1	FRIANT WATER AUTHORITY	3846.86	.00	3846.86	113629	SLDMWA FOR AUGUST 2020
046251	09/04/20	S4803	STARS & STRIPES	719.00	.00	719.00	0851	TOWED CHEVROLET IMPALA-PO
046252	09/04/20	SB901	SELECT BUSINESS SYSTEMS	10.00	.00	10.00	300800	MONTHLY METER RATE CHARGE
				129.35	.00	129.35	301514	MONTHLY METER RATE CHARGE
				129.35	.00	129.35	302334	MONTHLY METER RATE CHARGE
				10.00	.00	10.00	302571	MONTHLY METER RATE CHARGE
				10.00	.00	10.00	303166	MONTHLY METER RATE CHARGE
Check Total.....:				288.70	.00	288.70		
046253	09/04/20	VPL01	VICTOR P LOPEZ	325.51	.00	325.51	090420	MEDICAL REIMBURSEMENT
046254	09/08/20	ASI00	ASI ADMINISTRATIVE SOLUTI	810.99	.00	810.99	SEP-01-20	CHECK RUN SEP-01-2020
046255	09/08/20	ATT05	AT & T	1187.06	.00	1187.06	07/24/20	COMMUNICATION FOR ALL DEP
046256	09/08/20	DEL01	DEL BOSQUE MARIA ERMELIND	43.48	.00	43.48	08/28/20	UTILITIES ELECTRICITY INV
046257	09/08/20	JL001	JUNE BRACAMONTES	20.00	.00	20.00	1242667	COVID-19 TESTING CLAIM#12
				20.00	.00	20.00	1242758	COVID-19 TESTING CLAIM#12
Check Total.....:				40.00	.00	40.00		
046258	09/08/20	PUR01	PURCHASE POWER	24.87	.00	24.87	081320	POSTAGE
046259	09/08/20	USB01	U.S. BANK CORPORATE PAYME	390.38	.00	390.38	081020	CREDIT CARD 08-10-2020
046260	09/08/20	VPL01	VICTOR P LOPEZ	45.95	.00	45.95	090820	MEDICAL REIMBURSEMENT
046261	09/10/20	BEAT1	BEATWEAR, INC.	468.64	.00	468.64	6582	SGT. PUGA UNIFORM ALLOWAN
				173.57	.00	173.57	6600	OFC. R.URREA UNIFORM ALLO
				282.07	.00	282.07	6601	OFC. J.GALEANA UNIFORM AL
Check Total.....:				924.28	.00	924.28		
046262	09/10/20	DHM01	D H MACHINE INC.	229.36	.00	229.36	45429	METAL TUBING FOR FENCE &

REPORT.: Oct 21 20 Wednesday
 RUN...: Oct 21 20 Time: 10:11
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 09-20 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
046262	09/10/20	DHM01	D H MACHINE INC.	136.81	.00	136.81	45440	FAB. VALVE HANDLE FOR WWT
			Check Total.....:	366.17	.00	366.17		
046263	09/10/20	FRON1	FRONTIER	65.34	.00	65.34	08/07/20	COMMUNICATIONS FOR PD ACC
046264	09/10/20	HER01	RUDY HERNANDEZ	990.00	.00	990.00	83	FINANCIAL CONSULTING INTE
046265	09/10/20	HWS01	HEALTHWISE SERVICES, LLC	175.00	.00	175.00	72743	KIOSK MEDICAL WASTE SERVI
046266	09/10/20	IND00	INDUSTRIAL CONTROL AND DE	2159.25	.00	2159.25	15411	TROUBLESHOOT SCADA SYSTEM
046267	09/10/20	LOP16	DAVID LOPEZ	44.83	.00	44.83	091020	HOUSING ASSISTANCE PROGRA
046268	09/10/20	LYN01	LYNN PEAVEY COMPANY	174.96	.00	174.96	371949	LAYTEX GLOVES & BOXES INV
046269	09/10/20	MSTRO	METRO UNIFORM	497.16 624.34	.00 .00	497.16 624.34	215637 215875	2020 UNIFORM ALLOWANCE FO 2020 UNIFORM ALLOWANCE FO
			Check Total.....:	1121.50	.00	1121.50		
046270	09/10/20	O'R01	OREILLY AUTOMOTIVE, INC.	10.79 46.42 121.60 35.07	.00 .00 .00 .00	10.79 46.42 121.60 35.07	817150461 817151070 817157936 817163266	80Z ANTISEIZE INV#5017-15 BOOSTER CBL INV#5817-1510 BLOWER MOTOR & NUT DRVR S VEHICAL CLEANING SUPPLIES
			Check Total.....:	213.88	.00	213.88		
046271	09/10/20	PSP01	PSP STORES LLC	50.73	.00	50.73	064606030	DOG FOOD FOR PD INV#10-06
046272	09/10/20	QUI05	QUIL CORPORATION	52.90 5.39	.00 .00	52.90 5.39	9554371 9698970	OFFICE SUPPLIES FOR PD IN OFFICE SUPPLIES FOR PD IN
			Check Total.....:	58.29	.00	58.29		
046273	09/10/20	RR001	ROY RODRIGUEZ	74.38	.00	74.38	091020	MEDICAL REIMBURSEMENT
046274	09/16/20	AFLAC	AFLAC	866.02	.00	866.02	185216	AFLAC INSURANCE PREMIUM P
046275	09/16/20	ALH01	SPARKLETTES	64.84	.00	64.84	843090120	WATER SERVICE & EQUIPMENT
046276	09/16/20	AMERI	AMERITAS LIFE INSURANCE C	591.92 591.92	.00 .00	591.92 591.92	AUG-2020 SEP-2020	VISION PLAN FOR MONTH AUG VISION PLAN FOR SEPTEMBER
			Check Total.....:	1183.84	.00	1183.84		
046277	09/16/20	ATTM1	AT&T MOBILITY	1673.85	.00	1673.85	X08242020	COMMUNICATION FOR SEPTEMB
046278	09/16/20	CMM01	CITROS MINI-MART	1884.21	.00	1884.21	1219	GASOLINE-AUGUST FOR WTP,W
046279	09/16/20	COL10	COLONIAL LIFE	607.04	.00	607.04	0814961	EMPLOYEE INSURANCE PREMIU
046280	09/16/20	CVC11	CAL VALLEY CONSTRUCTION I	192653.31	.00	192653.31	201202003	WORK COMPLETED ON WATER S
046281	09/16/20	DOW01	DEPARTMENT OF WATER	24072.42	.00	24072.42	10857402	PER CONTRACT 1988 CAL SAF
046282	09/16/20	FWUA1	FRIANT WATER AUTHORITY	5318.00	.00	5318.00	113683	MONTHLY SHARE OF FKC CONV
046283	09/16/20	HER01	RUDY HERNANDEZ	8800.00	.00	8800.00	091620	FINANCIAL CONSULTING/INTE
046284	09/16/20	PD001	PENA'S DISPOSAL	44.86 33545.56	.00 .00	44.86 33545.56	529770 AUG 2020	ORGANIC REC CART FOR EDA UTILITY ACCOUNTING FOR AU
			Check Total.....:	33590.42	.00	33590.42		
046285	09/24/20	AMERI	AMERITAS LIFE INSURANCE C	3495.52 3495.52	.00 .00	3495.52 3495.52	AUG/2020 SEP/2020	EMPLOYEES INSURANCE COVER EMPLOYEES INSURANCE COVER
			Check Total.....:	6991.04	.00	6991.04		
046286	09/24/20	APV01	AMERIPRIDE UNIFORM SERVIC	203.70 52.47 44.64 49.99 99.36 39.50 47.56 52.47 44.64 183.82	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	203.70 52.47 44.64 49.99 99.36 39.50 47.56 52.47 44.64 183.82	150255621 502672147 502672156 502672220 502672250 502672256 502672257 502675922 502675931 502675962	JANITORIAL SUPPLIES FOR C JANITORIAL SUPPLIES FOR W JANITORIAL SUPPLIES FOR C JANITORIAL SUPPLIES FOR W JANITORIAL SUPPLIES FOR P JANITORIAL SUPPLIES FOR PD JANITORIAL SUPPLIES FOR C JANITORIAL SUPPLIES FOR W JANITORIAL SUPPLIES FOR CI JANITORIAL SUPPLIES INV#1
			Check Total.....:	818.15	.00	818.15		
046287	09/24/20	ASI00	ASI ADMINISTRATIVE SOLUTI	51.20	.00	51.20	09/15/20	CHECK RUN

REPORT.: Oct 21 20 Wednesday
 RUN....: Oct 21 20 Time: 10:11
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 09-20 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
046288	09/24/20	ATACH	AIR TEMP AIR CONDITIONING	3500.00	.00	3500.00	1442	2 TON MINI SPLIT INSTALLA
046289	09/24/20	ATT05	AT & T	60.50 2856.16 90.81 201.82 789.82 .04	.00 .00 .00 .00 .00 .00	60.50 2856.16 90.81 201.82 789.82 .04	15222832 015082346 015222823 015222826 015222833 015222834	CALNET 3-COMMUNICATION AC CALNET 3-COMMUNICATION AC CALNET 3-COMMUNICATION AC CALNET 3-COMMUNICATION AC CALNET 3-COMMUNICATION AC CALNET 3-COMMUNICATION AC
Check Total.....:				3999.15	.00	3999.15		
046290	09/24/20	BEAT1	BEATWEAR, INC.	900.41	.00	900.41	08/25/20	OFC. ANNUAL UNIFORM ALLOW
046291	09/24/20	CL801	CORELOGIC SOLUTIONS, LLC.	300.00	.00	300.00	30495631	AUGUST 2020-MONTHLY FEE F
046292	09/24/20	CP001	COVE PRINTING	70.18	.00	70.18	61454	CARDS FOR PD
046293	09/24/20	DAP01	DODSON AUTO PARTS	83.88 45.30 64.66 4.30 7.54 21.55	.00 .00 .00 .00 .00 .00	83.88 45.30 64.66 4.30 7.54 21.55	48427 48482 48528 48549 48563 48576	MAINTENANCE MATERIAL FOR MATERIALS FOR CLEANING UT MATERIAL FOR LOAD CELL MA OIL FUNNEL FOR FILL IN OI PRIME LINE FOR PRESSURE W MATERIALS TO CLEAN UTILIT
Check Total.....:				227.23	.00	227.23		
046294	09/24/20	DG001	DIANA GUERRA SILVA	127.15	.00	127.15	09/22/20	MEDICAL REIMBURSEMENT
046295	09/24/20	DLC01	DINUBA LUMBER CO	51.21 21.62 16.19 156.23	.00 .00 .00 .00	51.21 21.62 16.19 156.23	127356 134808 142147 142148	BULB FLUOR LIGHTS FOR FIR WORK SUPPLIES FOR PWD INV WALL SCRAPER 3" FOR PWD I DIAM SAW BLADE 14" INV#14
Check Total.....:				245.25	.00	245.25		
046296	09/24/20	EFR02	EPRAIN ZEPEDA	2700.00	.00	2700.00	2898	REHAB PROGRAM FOR A.GONZA
046297	09/24/20	FBO01	THE FRESNO BEE	2524.00	.00	2524.00	08312020	POLICE CHIEF AD AND RESOL
046298	09/24/20	FGS01	FRUIT GROWERS SUPPLY CO	209.02 76.49 19.71 52.67 171.13 83.46 18.94 47.01 185.31 12.90 31.28	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00	209.02 76.49 19.71 52.67 171.13 83.46 18.94 47.01 185.31 12.90 31.28	92166414 92166772 92167102 92167117 92167872 92168571 92168708 92168979 92169267 92169658 92170666	PUMP SUMP FOR WATER LEAK ROUND UP PEST INV#9216677 GLOVES INV#92167102 GARDEN HOSE FOR ANIMAL SH SUPPLIES FOR VALVE REPAIR VALVE REPAIR LOAD CELL#12 HAND SAW & MASK INV#92168 WATER BOOTS & BUCKET ANIM WATER LEAK ON ADAMS AVE W PEST SPECTRACIDE INV#9216 SPRINKLERS FOR EATON PARK
Check Total.....:				907.92	.00	907.92		
046299	09/24/20	FO002	FOOTHILL AUTO TRUCK & AG	11.87 55.67 8.49 14.94 10.24 5.06 8.17 6.42 32.38 7.55 6.39 19.71	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00 .00	11.87 55.67 8.49 14.94 10.24 5.06 8.17 6.42 32.38 7.55 6.39 19.71	885314 885481 885700 885788 885852 885906 885931 885951 886027 886079 886086 886174	AA 8PK BATTERY WTP INV#88 OIL CHANGE FOR PW 200 TRU 33W OIL INV#885700 WD40 12OZ SPRAY INV#88578 WIRE & NUT CONNECTOR WWTP STEEL WOOL INV#885906 SCREW & BLUE TREADLOCKER SPARK PLUG INV#885951 SCREWDRIIVER KIT WTP INV#8 SPOEAIL WTP INV#886079 SPARK PLUG INV#886086 SINGLE SIDE KEY INV#88617
Check Total.....:				186.89	.00	186.89		
046300	09/24/20	FWUA1	FRILANT WATER AUTHORITY	8153.12	.00	8153.12	113392	MONTHLY SHARE OF FKC CONV
046301	09/24/20	GSB01	GALINDO STEEL BUILDINGS	9990.00	.00	9990.00	200823-1	PLAYGROUND EQUIPMENT INV#
046302	09/24/20	GTI01	GAR BENNETTT, LLC	834.11	.00	834.11	1-888458	30 GAL DRUM OF ROUND UP P
046303	09/24/20	ICG01	INTERWEST CONSULTING GROU	112.50 1680.00 997.40 780.00	.00 .00 .00 .00	112.50 1680.00 997.40 780.00	58435 58654 59222 59746	SFR SOLAR PV SYS PLAN CHE SENGER CITRUS SOLAR SYSTE BUILDING PLAN CHECK FOR F BUILDING ADDITION PLAN CH
Check Total.....:				3569.90	.00	3569.90		
046304	09/24/20	IU000	IUOE LOCAL 39	882.90	.00	882.90	09/24/20	UNION DUES FOR SEPTEMBER
046305	09/24/20	KIND7	KINGS INDUSTRIAL OCC. MED	30.00	.00	30.00	06355	URINE DRUG SCREEN-5 PANEL

REPORT.: Oct 21 20 Wednesday
 RUN....: Oct 21 20 Time: 10:11
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing For 09-20 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information
046305	09/24/20	KIN07	KINGS INDUSTRIAL OCC. MED	30.00	.00	30.00	90854	DRUG TESTING INV#90854
			Check Total.....:	60.00	.00	60.00		
046306	09/24/20	LIE01	LIEBERT CASSIDY WHITMORE	2356.00	.00	2356.00	1504005	PROFESSIONAL SERVICES REN
046307	09/24/20	LOP16	DAVID LOPEZ	49.28	.00	49.28	09/16/20	BUSINESS LUNCHEON & HARDW
046308	09/24/20	LS001	LEE'S SERVICE	89.95	.00	89.95	1059161	CHIEFS UNIT BLK IMPALA AL
				89.50	.00	89.50	1059207	VEHICLE REPAIRS
			Check Total.....:	179.45	.00	179.45		
046309	09/24/20	METRO	METRO UNIFORM	899.45	.00	899.45	216262	OFC. ANNUAL UNIFORM ALLOW
				43.18	.00	43.18	216290	OFC. ANNUAL UNIFORM ALLOW
			Check Total.....:	942.63	.00	942.63		
046310	09/24/20	MVES1	MOUNTAIN VALLEY ENVIRONME	4500.00	.00	4500.00	2425	JULY 2020-CITY OF OC CHIE
				1451.61	.00	1451.61	2450	AUG 2020-CITY OF OC CHIEF
			Check Total.....:	5951.61	.00	5951.61		
046311	09/24/20	OCL02	ORANGE COVE LIQUOR	3588.68	.00	3588.68	AUG2020	GAS FOR PD MONTH AUGUST 2
046312	09/24/20	OCTS1	ORANGE COVE TIRE SERVICE	37.00	.00	37.00	24745	TIRE REPAIR, MOUNT, BALAN
				56.42	.00	56.42	25145	UNIT 19-07 OIL CHANGE INV
				174.53	.00	174.53	25604	GRAY IMPALA TWO NEW TIRES
				75.35	.00	75.35	25618	UNIT 15-04 TIRE ROATION &
				60.35	.00	60.35	25626	UNIT 15-01 OIL CHANGE INV
				77.53	.00	77.53	25638	GRAY IMPALA OIL CHANGE IN
				84.00	.00	84.00	25640	UNIT 15-01 4 TIRES INV#25
				60.35	.00	60.35	25644	BLACK IMPALA OIL CHANGE I
				47.02	.00	47.02	25651	UNIT 19-06 OIL CHANGE INV
				253.96	.00	253.96	25652	UNIT 15-01 BRAKES INV#256
			Check Total.....:	926.51	.00	926.51		
046313	09/24/20	ORT09	ESTEBAN ORTEGA	180.88	.00	180.88	09/06/20	TOOLS FOR PLAYGROUND CONS
046314	09/24/20	PAR33	PARAMOUNT PEST SERVICES	355.00	.00	355.00	200900329	PEST CONTROL PWD,WTP,WHTP
046315	09/24/20	PEA02	PORA OF CALIFORNIA	327.00	.00	327.00	290445	OCPOA MEMBERSHIP INV#2904
046316	09/24/20	PRO21	PROFESSIONAL PRINT & MAIL	248.30	.00	248.30	104861	ENVELOPE #10 WINDOW INV#1
046317	09/24/20	PSP01	PSP STORES LLC	55.05	.00	55.05	065601586	DOG FOOD
046318	09/24/20	QUI05	QUIL CORPORATION	53.98	.00	53.98	9155594	OFFICE SUPPLIES FOR ALL D
				77.68	.00	77.68	9159342	OFFICE SUPPLIES FOR ALL D
				235.50	.00	235.50	9199784	OFFICE SUPPLIES FOR ALL D
				10.58	.00	10.58	9378683	OFFICE SUPPLIES FOR ALL D
				6.25	.00	6.25	9509540	OFFICE SUPPLIES FOR ALL D
			Check Total.....:	383.99	.00	383.99		
046319	09/24/20	RSG01	ROSENOW SPEVACEK GROUP	50.00	.00	50.00	I006448	RSG2298 SUCCESSOR AGENCY
046320	09/24/20	RUB05	RUBALCABA, RACHEL	22.74	.00	22.74	AUG2020	MILEAGE-SANGER PICKUP COV
				32.10	.00	32.10	09/18/20	PICKED UP DONUTS FOR FIRE
				40.48	.00	40.48	AUG-2020	MILEAGE-FRESNO COURT HOU
				10.32	.00	10.32	AUG/2020	MILEAGE-SAVEMART H20S & C
			Check Total.....:	105.64	.00	105.64		
046321	09/24/20	RW001	RED WING SHOE COMPANY	550.00	.00	550.00	810015417	CLOTHING/SUPPLIES FOOTWEA
				202.88	.00	202.88	910015417	CLOTHING/SUPPLIES FOOTWEA
			Check Total.....:	752.88	.00	752.88		
046322	09/24/20	TII01	TELSTAR INSTRUMENTS INC	5967.00	.00	5967.00	103401	MISSION UNIT FOR IRRIGATI
046323	09/24/20	TIRE1	TIRE HUB, LLC	1993.82	.00	1993.82	15727079	GY EAGLE RS POLICE GOODYE
046324	09/24/20	TLN01	THE LINCOLN NATIONAL LIFE	519.09	.00	519.09	OCT-2020	EMPLOYEES INSURANCE COVER
				510.19	.00	510.19	SEP-2020	EMPLOYEES INSURANCE COVER
			Check Total.....:	1029.28	.00	1029.28		
046325	09/24/20	TM001	TUTTLE & MCCLOSKEY	4212.50	.00	4212.50	537	ATTORNEY PROFESSIONAL ALL
046326	09/24/20	TRE01	MID-VALLEY PUBLISHING INC	255.00	.00	255.00	0319635IN	REEDLEY EXPONET 3/26/20 F
				350.00	.00	350.00	0320007IN	REEDLEY EXPONET AD BID-PU

REPORT.: Oct 21 20 Wednesday
 RUN....: Oct 21 20 Time: 10:11
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 09-20 Bank Account.: 1010

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

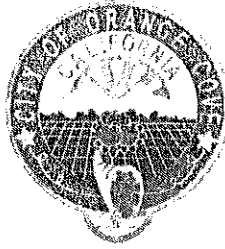
Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
046326	09/24/20	TRE01	MID-VALLEY PUBLISHING INC	240.00 375.00 450.00	.00 .00 .00	240.00 375.00 450.00	0320178IN 0320441IN 0320811IN	CLOSEOUT HEARING MID VALL NOT TO CONT/D STREET REED REEDLEY EXPONET PUB NOT/A
Check Total.....:				1670.00	.00	1670.00		
046327	09/24/20	UNITY	UNITY IT	3891.98	.00	3891.98	362053	COMMUNICATION SERVICES IN
046328	09/24/20	DWB01	UNWIRED BROADBAND	2112.84	.00	2112.84	00893448	COMMUNICATION INV#INV0089
046329	09/25/20	VPL01	VICTOR P LOPEZ	21.51 500.00 498.54	.00 .00 .00	21.51 500.00 498.54	07/29/20 09/25/20 10/01/20	MEDICAL REIMBURSEMENT AUTO ALLOWANCE FOR OCTOBE MEDICAL REIMBURSEMENT CO
Check Total.....:				1020.05	.00	1020.05		
046330	09/28/20	CAPS1	CAP'S POWDER COATING	6635.00	.00	6635.00	PC679979	22 POST, 14 POLES & 90 U
046331	09/29/20	RR001	ROY RODRIGUEZ	158.75	.00	158.75	09/23/20	MEDICAL RX REIMBURSEMENT
046332	09/30/20	APV01	AMERIPRIDE UNIFORM SERVIC	99.36 64.30	.00 .00	99.36 64.30	502679857 502679859	JANITORIAL SUPPLIES FOR P JANITORIAL SUPPLIES FOR P
Check Total.....:				163.66	.00	163.66		
046333	09/30/20	ATT05	AT & T	952.85 160.74	.00 .00	952.85 160.74	09/30/20 15227562	COMMUNICATION-VERSE INTE AT&T LD BAN# 9391066128
Check Total.....:				1113.59	.00	1113.59		
046334	09/30/20	ATM1	AT&T MOBILITY	44.78	.00	44.78	X09192020	COMMUNICATION AT&T FIRSTN
046335	09/30/20	BEAT1	BEATWEAR, INC.	475.16	.00	475.16	6588	UNIFORM ALLOWANCE OFFICER
046336	09/30/20	BES05	BEST UNIFORMS	139.24 139.24	.00 .00	139.24 139.24	42463 42464	UNIFORM FOR PD J.QUINTERO UNIFORM FOR PD S.GONZALEZ
Check Total.....:				278.48	.00	278.48		
046337	09/30/20	BSK01	BSK ASSOCIATES	140.00 110.00	.00 .00	140.00 110.00	AD17684 AD17687	WATER SAMPLES FOR WTP INV WATER SAMPLES FOR WWTP IN
Check Total.....:				250.00	.00	250.00		
046338	09/30/20	COOK1	COOK'S COMMUNICATION	9994.86	.00	9994.86	145642	LT. 2020 BLACK SUV ADMIN.
046339	09/30/20	DEL01	DEL BOSQUE MARIA ERMELIND	41.61	.00	41.61	09/06/20	UTILITIES ELECTRICITY PER
046340	09/30/20	DIO00	DIONICIO RODRIGUEZ JR.	1500.00	.00	1500.00	001025	PROFESSIONAL SERV. WATER
046341	09/30/20	FCSEF	FRESNO COUNTY SHERIFF	27037.14	.00	27037.14	SO17746	DISPATCHING SERVICES FOR
046342	09/30/20	FWUA1	FRIANT WATER AUTHORITY	2177.99	.00	2177.99	113731	SLDMWA FOR SEPTEMBER 2020
046343	09/30/20	HWS01	HEALTHWISE SERVICES, LLC	175.00	.00	175.00	000074324	KIOSK MEDICAL WASTE INV#0
046344	09/30/20	JC001	JORGENSEN CO.	261.70 363.89	.00 .00	261.70 363.89	5900611 5900613	FIRE EXT PUBLIC WORK DEPT FIRE EXT WTP INV#5900613
Check Total.....:				625.59	.00	625.59		
046345	09/30/20	METRO	METRO UNIFORM	205.80 898.15	.00 .00	205.80 898.15	216096 217084	UNIFOR ALLOWANCE OFFICER UNIFORM ALLOWANCE OFFICER
Check Total.....:				1103.95	.00	1103.95		
046346	09/30/20	OCT51	ORANGE COVE TIRE SERVICE	283.96	.00	283.96	25373	UNIT 15-03 FRONT BRAKES &
046347	09/30/20	PGE01	PG & E	42077.30	.00	42077.30	09/03/20	UTILITIES ELECTRICITY FOR
046348	09/30/20	QAR01	QUALITY AUTO REPAIR	3500.00	.00	3500.00	Q00156300	MECHANICAL REPAIRS FORD T
046349	09/30/20	QUIC5	QUIL CORPORATION	5.66 18.24 15.11 150.88 140.63 18.99	.00 .00 .00 .00 .00 .00	5.66 18.24 15.11 150.88 140.63 18.99	10186006 10219396 10229109 10304808 10440140 10442520	OFFICE SUPPLIES FOR PD IN OFFICE SUPPLIES FOR PD IN OFFICE SUPPLIES FOR PD IN OFFICE SUPPLIES FOR PD IN OFFICE SUPPLIES FOR PD IN OFFICE SUPPLIES FOR PD IN
Check Total.....:				349.51	.00	349.51		
046350	09/30/20	S&S03	STARS & STRIPES	100.00 100.00	.00 .00	100.00 100.00	2568 2588	MULTIPLE TIRE CHANGES UNI UNIT 15-05 TOWED FROM 153

REPORT.: Oct 21 20 Wednesday
 RUN....: Oct 21 20 Time: 10:11
 Run By.: Phyllis

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 09-20 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information
							Invoice # Description
Check Total.....:				200.00	.00	200.00	
046351	09/30/20	SHR02	SHRED-IT, C/O STERICYCLE,	57.05	.00	57.05	180470192 SHREDDING SERVICES INV#81
046352	09/30/20	TGC02	THE GAS COMPANY	29.09	.00	29.09	09/23/20 UTILITIES CITY YARD ACCT#
				2.91	.00	2.91	09232020 UTILITIES FOR PD ACCT#138
Check Total.....:				32.00	.00	32.00	
046353	09/30/20	USB01	U.S. BANK CORPORATE PAYME	4685.19	.00	4685.19	09/10/20 CREDIT CARD FOR THE MONTH
046354	09/30/20	VPL01	VICTOR F LOPEZ	12.24	.00	12.24	09/18/20 MEDICAL REIMBURSEMENT
Cash Account Total.....:				499565.57	.00	499565.57	
Total Disbursements.....:				499565.57	.00	499565.57	



Date: October 28, 2020
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Maintenance III Job Description
Attachments: Maintenance III Job Description

BACKGROUND:

As part of the adopted FY 2019-22 Memorandum of Understanding (MOU) between the City of Orange Cove and Local 39 Union, it was agreed upon to create a Maintenance III position and add it to authorized position list beginning in FY 2020-21 fiscal year.

RECOMMENDATION:

Staff recommends that the City Council approve the attached Maintenance III job description.

FISCAL IMPACT:

None.

Prepared by Rudy Hernandez

Approved by: [Signature]

REVIEW: City Manager: [Signature]

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent

_____ Public Hearing

_____ Info Item

_____ Matter Initiated by a Council Member

x _____ Action Item

_____ Other

_____ Department Report

_____ Continued to: _____

_____ Redevelopment Agency

CITY OF ORANGE COVE MAINTENANCE III

DEFINITION

Under immediate supervision, performs skilled and semi-skilled tasks in the construction, maintenance and repair of public works facilities including streets, traffic systems, sidewalks, signs, water and sewer systems, graffiti removal, storm drains, tree trimming, and abatement of nuisances in the public right of way; performs a variety of skilled and semi-skilled tasks involved in the maintenance, construction, or repair of City buildings and facilities; performs related work as assigned.

CLASS CHARACTERISTICS

Maintenance Worker III is the advanced Journey level classification in the Maintenance Worker series. Individuals have responsibility to perform assigned activities without detailed instructions as to specific procedures to be followed. Incumbents in this class may also be expected to assist in the training of less experienced personnel.

The Maintenance Worker III is expected to work with limited supervision. When he/she is the senior maintenance worker on the job, assigns work to staff. The progression of a Maintenance Worker II to a Maintenance Worker III requires an evaluation of employee skill and performance levels by management. The Maintenance Worker III classification is distinguished by its responsibility for more difficult and complex duties or special assignments.

ESSENTIAL FUNCTIONS

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

Within the Utilities Department, participates and takes leadership in the work of a water crew engaged in installing, removing, and repairing large and small services; cutting, fitting, laying and repairing water mains; cleaning and flushing water mains; repairing mains, valves and hydrants; inspecting, testing, and operating valves, fittings and related water distribution equipment; keeping truck stocked with supplies and materials; repairing fire hydrants and flow testing related equipment; locating, excavating and repairing water lines and related facilities; inspecting water projects for leaks, decayed pipes, and spills; installing barricades and routing traffic in a safe manner.

Within the Utilities Department, participates and takes leadership in the work of a sewer crew engaged in installing, removing, and repairing large/small services; cutting, fitting, laying and repairing sewer mains; cleaning and flushing sewer mains; repairing mains and valves; inspecting, testing, and operating valves, fittings and related sewer equipment; keeping truck stocked with supplies and materials; locating, excavating and repairing sewer lines and related facilities; inspecting sewer projects for leaks, decayed pipes, and spills; installing barricades and routing traffic in a safe manner. Assists in the Infiltration and Inflow program, including gathering input/output data into computer database management software.

Within the Public Works Department, participates and takes leadership in the work of the street maintenance crew engaged in repairing and replacing concrete sidewalks, curbs, gutters and other concrete structures; repairing and maintaining city streets and alleys by patching with hot or cold asphalt mix; clearing storm drains and catch basins; operating a variety of equipment and using a variety tools/equipment such as rollers, dump trucks, jack hammers, air compressors, tractors; setting up traffic control and safety zones.

Participates and takes leadership in the work of the traffic crew engaged in installing and maintaining street signs and street markings; uses a variety of equipment and tools such as welders, paint striper, airless painter, and chemical sprayer.

Participates and takes leadership in the work of a crew engaged maintaining and repairing sewer mains, storm drains and lift stations; assists in the operation of the Aquatech to clean sewer lines; cleans blockages to sewer lines, storm drains and catch basins.

Performs special assignments such as sign-making. Takes on additional safety leadership assignments such as Competent Person, Authorized Entrant, Fit-Tester or other assigned roles necessary for OSHA compliance.

Maintains and cares for supplies, facilities and equipment; performs routine maintenance and equipment safety inspections; reports maintenance and safety hazards to appropriate personnel.

QUALIFICATIONS GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance. Example combinations include graduation from high school or equivalent and some experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance.

Knowledge, Skills and Abilities

Intimate knowledge of the operations of a municipal public works department. Skilled in the operation of a variety of light, medium and heavy equipment, including the inspection of such equipment for safe operation and performance of routine maintenance. Considerable knowledge of common tools and equipment used in construction and maintenance work; safety precautions and procedures; traffic laws, ordinances and rules related to truck and heavy equipment operations; equipment and procedures involved in the construction, maintenance, and repair of streets, roads, and drainage systems; the materials, tools, and methods used in general building repair and maintenance. Journeyman-level skill in the operation of a variety of equipment and vehicles; use of hand and power tools. Knowledge of the Manual on Uniform Traffic Control Devices (MUTCD); computer software programs and equipment to produce traffic signage.

Ability to understand and carry out oral and written directions; use a variety of tools and equipment; perform heavy manual labor and physically strenuous tasks on a regular basis; lift 90 pounds on a regular basis; perform basic or journeyman-level task in a variety of construction and maintenance activities; safely operate vehicles, equipment and stationary mechanical equipment and make minor adjustments and repairs; respond to emergency and problem situations in an effective manner; communicate effectively with a variety of personnel and establish/maintain effective working relationships; apply policies and procedures; work independently; work safely; pour and mix concrete; read and interpret basic maps and blueprints; perform light carpentry, plumbing, and masonry work; perform a variety of building maintenance tasks.

Special Requirements

Possession of a Class C California driver's license and a satisfactory driving record.

Possession of or ability to obtain a Class B California driver's license with appropriate endorsements.
Possession of or ability to obtain a Class A California driver's license with appropriate endorsements.
Possession of certifications such as collections and distribution.
Receive satisfactory results from a background investigation, physical examination, drug testing and administrative screening which meet the established qualification standards.

PHYSICAL PROFILE:

CATEGORY III – HEAVY PHYSICAL EFFORT

DEFINITION

Positions in this category require exceptional physical ability with prolonged periods of heavy physical labor.

CHARACTERISTICS

Positions allocated in this category regularly perform heavy physical labor requiring ability to lift, push, pull, and move heavy objects or materials. This category is distinguished from the moderate physical effort category by the greater physical demand for strength and endurance placed on the incumbent. Heavy physical effort is required while performing such tasks as operating heavy equipment, pouring concrete, masonry work, or preparing soil for landscaping. Physical functions may vary from position, but always involve heavy physical exertion.

OTHER FACTORS

Lifting Heavy: Lifting over 50 pounds, with frequent lifting, pushing and/or carrying weighing over 25 pounds.

Climbing: Ascending or descending ladders, ramps, scaffolding, poles and the like; using feet and legs and/or hands and arms.

Reaching: Reaching above the shoulders to place and/or retrieve objects.

Walking: Ability to walk for prolonged periods of time (usually a minimum of two or more hours per day.)

Standing: Ability to stand with little movement for prolonged periods of time (Usually a minimum of two or more hours per day).

Agility: Ability to move quickly and easily often including the ability to crawl, stoop or bend.

Distant Vision, Acceptable for Driving: Not less than 20/40 in each eye without correction or must correct to 20/40 in each eye and wear corrective lenses whenever driving.

Temperatures: Works in temperature sufficiently high or low to cause marked bodily discomfort.

Chemical or Biological Agents: Regular contact with potentially harmful chemical or biological agents

Fumes: Potential inhalation or contact with smoke, vapors, dust or gasses.

Heavy Equipment: Operates various heavy equipment such as tractors, backhoes, graders, trucks, etc.

Power Equipment: Operates power tools or other machinery that are potentially hazardous.

Work Environment – Outdoors: Ability to work outdoors in all types of weather conditions.

Work Environment – Moving Objects: Ability to work around moving objects, machinery or vehicles.

Work Environment – Surfaces: Ability to walk on slippery or uneven surfaces.


Confined Space Entry: Ability to work in confined spaces using appropriate safety equipment

Heights: Ability to work on surfaces above 20 feet.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Consideration and Necessary Action on a Resolution Authorizing the Application to the Fresno COG Regional Competitive ATP.

Attachments: Resolution No. 2020-34
Figure – Proposed Bike Land and Sidewalk Improvements

RECOMMENDATION:

Staff recommends that City Council adopts the attached Resolution authorizing the application to the Fresno COG Regional Competitive ATP. The application is for the same project that will be submitted to the statewide Active Transportation Program (ATP) competition. The proposed project includes Class II bike lanes along South Avenue, Center Street and C Street, and pedestrian sidewalk along 4th Street from B Street to Park Boulevard and along D Street from 2nd Street to 4th Street.

BACKGROUND:

The purpose of the ATP, administered by Caltrans, is to encourage increased use of active modes of transportation. This program represents a promising source of potential funding for implementation of Class II bike trails and pedestrian sidewalk in the City of Orange Cove. As part of the ATP program, forty percent of funds are set aside for Metropolitan Planning Organizations (MPO) to distribute. As an MPO, the Fresno Council of Governments (FCOG) will receive funds to award via its own competitive process. In the event this project is not selected in the statewide competition, it will be considered in the regional competition. A resolution authorizing the project from the City Council is a requirement for the regional ATP application.

Staff have developed a comprehensive, transformative project to improve bicycle and pedestrian

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

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

safety throughout the City of Orange Cove. The proposed project includes the construction of approximately 7,945 linear feet of Class II bike lanes and 3,100 linear feet of pedestrian sidewalk. the proposed bike trails will be connected to the City's existing bike. As shown in the attached figure, the proposed ATP bike lanes will be connected to the City's existing bike lanes and those that will be constructed with AHSC grant funds. The proposed pedestrian sidewalk will be located along 4th Street from B Street to Park Boulevard and along D Street from 2nd Street to 4th Street.

FISCAL IMPACT:

There is no fiscal impact to the City by submitting this application. The current total estimated project cost is approximately \$973,100.00.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2020- 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AUTHORIZING THE APPLICATION TO THE FRESNO COG REGIONAL COMPETITIVE
ACTIVE TRANSPORTATION PROGRAM

WHEREAS, the Fresno Council of Governments (FCOG) has issued a call for projects for Active Transportation Program (ATP); and

WHEREAS, the City of Orange Cove desires to apply for ATP funds and submit an Application Package; and

WHEREAS, the FCOG is authorized to implement a regional competition, subject to the terms and conditions of the Program Policies and Guidelines and the Application Package. The FCOG is authorized to administer the approved funding allocations of the ATP.

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

1. The City hereby authorizes and directs the City Manager or designee, to sign this application and act on the City's behalf in all matters pertaining to this application.
2. Approved the filing of application(s) for "Regional Competitive ATP" grant program funds.
3. If the application is approved, the City Manager, or designee, is authorized to enter into and sign the grant agreement and any subsequent amendments with the FCOG for the purposes of this grant.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on October 28, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

Mid-Valley Times

1130 G Street
Reedley CA
(559) 638-2244

(Space below for use of County Clerk only)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

Notice of Public Hearing:

Macias & Howard Annex

CASE NO. _____

DECLARATION OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Fresno

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the MID - VALLEY TIMES a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of July 4, 2019, Case Number 19CECG01981; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

October 1, 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

on October 1, 2020

Matthew J. Lee

**CITY OF ORANGE COVE
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Orange Cove has conducted an Initial Study for the following proposed project:

Macias Reorganization - APN 375-040-26

Notice is hereby given that the Orange Cove Planning Commission will hold a public hearing to consider approving the Proposed Project and the Negative Declaration on October 20, 2020 at 6:30 pm 'Via Teleconference', or as soon thereafter as possible. A second public hearing will be held before the Orange Cove City Council on October 28, 2020 at 6:30 pm 'Via Conference', or as soon thereafter as possible.

The project consists of:

Initiate the annexation of 19.63 acres immediately north of Sumner Avenue and approximately 650 feet west of Anchor Avenue.

A Tentative Tract Map (TTM 6289) to create 36 Single Family Residential lots, approximately 5 acres of High-Density Multi-Family units and 4 Community Shopping Center parcels and related improvements.

A General Plan Amendment re-designating the subject territory from Medium Residential to High Density Residential and General Commercial.

A Rezone from Fresno County AL-20 to Orange Cove's R-1-6, R-3 and C-2 district establishing development standards for the Macias project.

A draft Negative Declaration has been prepared pursuant to the California Environmental Quality Act in order to address potential environmental impacts. The Draft Negative Declaration and accompanying Initial Study are available for public review and comment at Orange Cove City Hall, 633 6th Street, Orange Cove, CA, 93646 and also available at the City's website:

<http://cityoforangecove.com/>

All interested parties should present their views before or at the public hearing. Before any court challenge of Planning Commission decisions, you are required to appeal the decision to the City Council no later than the time period provided under the City's Municipal Code. In addition, you may be limited to raising only those issues you or somebody else raised at the public hearing described in this notice, or in correspondence delivered to the City Clerk at, or prior to, the public hearing. Staff reports will be available a least three days prior to the hearing at Orange Cove City Hall located at 633 6th Street, Orange Cove, CA. Questions regarding this notice should be directed to June Bracamontes, City Clerk at 559-626-4488 Ext.214.

**CITY OF ORANGE COVE
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Orange Cove has conducted an Initial Study for the following proposed project:

Howard Reorganization - APN 375-030-17

Notice is hereby given that the Orange Cove Planning Commission will hold a public hearing to consider approving the Proposed Project and the Negative Declaration on October 20, 2020 at 6:30 pm 'Via Teleconference', or as soon thereafter as possible. A second public hearing will be held before the Orange Cove City Council on October 28, 2020 at 6:30 pm 'Via Teleconference', or as soon thereafter as possible.

The project consists of:

Initiate an annexation of 40.63 acres located at the north-west corner of Jacobs and Anchor Ave.

A Tentative Tract Map (TTM 6288) to create 164 Single Family Residential lots and approximately 5.32 acres of High-Density Multi-Family units.

A General Plan Amendment re-designating the subject territory from Medium Residential to High Density Residential.

A Rezone from Fresno County AE-20 District to Orange Cove's R-1-6 and R-3 Districts and establishing development standards for the Howard project.

A draft Negative Declaration has been prepared pursuant to the California Environmental Quality Act in order to address potential environmental impacts. The Draft Negative Declaration and accompanying Initial Study are available for public review and comment at Orange Cove City Hall, 633 6th Street, Orange Cove, CA, 93646 and also available at the City's website:

<http://cityoforangecove.com>

All interested parties should present their views before or at the public hearing. Before any court challenge of Planning Commission decisions, you are required to appeal the decision to the City Council no later than the time period provided under the City's Municipal Code. In addition, you may be limited to raising only those issues you or somebody else raised at the public hearing described in this notice, or in correspondence delivered to the City Clerk at, or prior to, the public hearing. Staff reports will be available a least three days prior to the hearing at Orange Cove City Hall located at 633 6th Street, Orange Cove, CA. Questions regarding this notice should be directed to June Bracamontes, City Clerk at 559-626-4488 Ext.214.

**IMPORTANT NOTICE REGARDING
CITY OF ORANGE COVE PUBLIC MEETINGS**

Based upon recommendations from the CDC regarding social distancing relative to COVID-19 (coronavirus) and in accordance with the applicable provisions of Executive Orders N-25-20 and N-29-20 issued by Governor Newsom ("EO"), all public meetings will be held via teleconference. The City will have available a free call-in conference call number for those who wish to listen and/or provide public comment during the public comment period of the agenda or on a specific agenda item.

Those wishing to join via call-in conference should call (US): (888) 204-5987 (Access Code: 8166599#). If you are intending to comment, we are asking you to please contact City Clerk June V. Bracamontes in advance of the meeting at jvb@cityoforangecove.com, or by calling 559-393-3931. We are asking those to pre-register so that we can keep the meeting orderly, given everyone will be non-visible. There will still be time to provide public comment should you not pre-register. We will be asking all those interested to please call in 5 minutes prior to the regular meeting start time and keep their telephones on "mute" unless speaking during the public comment portion of the agenda or speaking on a specific agenda item after the Mayor requests public comment on the specific agenda item. If you would like to comment, please say your name clearly for the record.

If you need any special assistance or have questions please contact City Clerk June V. Bracamontes at jvb@cityoforangecove.com, or by calling 559-393-3931.

For continual updates regarding COVID-19, visit the city's website at cityoforangecove.com.

October 1, 2020

Mayor:
Victor P. Lopez

Mayor Pro Team:
Diana Guerra Silva

City Council Members:
Roy Rodriguez
Josie Cervantes
Esperanza Rodriguez



Incorporated January 20, 1948

Rudy Hernandez
Interim City Manager
(559) 626-4488 ext. 216

Rudy Hernandez
Financial Consultant
(559) 626-4488 ext. 216

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

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

Date: October 22, 2020
To: The Honorable Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Public Hearing to discuss submittal of a 2020 Community Development Block Grant Coronavirus Response Application(s)
Attachments: 1. Resolution
2. ORA Subrecipient Agreement

EXECUTIVE SUMMARY:

Funding allocated through the CDBG Coronavirus Response round one NOFA was \$84,861 and round two and three are expected to be up to an additional \$350,000 that will be allocated to the City to provide business assistance, public services, and facility improvements related to COVID-19 and acquisition of real property for the treatment or recovery of infectious diseases in response to COVID-19. Funding must be expended within 12-monthes and meet all Federal overlay requirements. Funds equal to 17% of the award are available for administration.

Economic Development

To provide financial assistance to existing local business as forgivable loans for:

- Operating Expenses and Working Capital due to reduced revenues as a direct impact of COVID-19;
- Furniture, Fixtures, and Equipment, necessary to support operational needs to address COVID requirements for opening and operating; and/or
- Capital Improvements for necessary modifications required to address COVID related impacts (e.g.: drive thru, curbside pickup, no touch entries)

Items required prior to application submission: Procurement of qualified consultants for program operation, underwriting and TA provider with verifiable recent 3-year minimum direct ED experience, executed agreement with sub-recipient or contractor. A detailed outline and steps on how the program will comply with CDBG program and underwriting guidelines. Verification/documentation of level of direct ED experience and capabilities of jurisdiction

departmental support services (finance, building, health, etc.), and verification/documentation of ED partners.

In order to meet a National Objective, assistance provided must create or retain jobs (\$35,000 in assistance must equal 1 FTE). Loans would be available to businesses meeting the following criteria:

- Have been in business since at least January 2019;
- Have less than 25 full-time equivalent (FTE) employees prior to March 1, 2020 (4 part-time employees = 1 FTE);
- Can provide financial information prior to March 1, 2020;
- Have no Tax liens
- Subject to Credit check – not for scoring criteria. Management of credit prior to March 1;
- For the payoff high interest credit card debt for verified business expenses (no personal debt);
- Receive technical assistance and comply with follow-up after business commences operations;
- Legal operating entity; and
- Evidence of all required operating permits and licensing.

Public Services

- Subsistence Payments (may include payments for rent, mortgage, utilities - up to 3 months, no back payments, past 30 days)
- Rental Housing Subsidies
- Security Deposits
- Housing Counseling
- Food Banks
- Housing information and referral services
- Interim Assistance

Items required prior to application submission: Procurement of qualified consultant or Subrecipient Agreement for program operation. Activity description, tasks and deliverables, statement of need and outcomes, list of partners/collaborators, description of site control or means to conduct service and documentation. Environmental documents, sources and uses budget, and explanation on how duplication of benefits will be tracked.

BACKGROUND:

CDBG Program regulations require that the City conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in areas in which CDBG funds are used. Therefore, when the public hearing is opened, the public will be invited to comment on the City's proposed submittal of a 2020 CDBG-CV1 Grant application and to make their comments known on the proposed activities.

A public notice was published in the October 15, 2020, issue of the Reedley Exponent notifying the public of this public hearing.

On June 5, 2020, HCD released a NOFA announcing the availability of CDBG-CV1 Program funds of approximately \$18.7 million in new CDBG coronavirus response round 1 (CDBG-CV1) federal funds authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Funds will be allocated to eligible jurisdictions to perform Activities related to COVID-19 response and recovery. The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus.

The CDBG-CV1 Notice of Funding Availability (NOFA) provides funding only for the following activities:

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut downs
- Public Services related to COVID-19 support
- Facility improvements related to COVID-19 healthcare and homeless housing needs
- Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19

CDBG-CV1 funds will be distributed through a simplified application via the Grants Network portal online grant management system and are available to non-entitlement jurisdictions. Awards will be announced as applications are approved for funding. Deadline for submittal is August 31, 2020. Additional, NOFA's are pending release via rounds two and three, which are expected to reach as much as \$74.8 million in additional funding.

Applicants can apply for a total of three (3) Activities, not to exceed the predefined allocation, which was \$84,861 under round one of funding. All activities funded under this NOFA will have a 12-month expenditure period. All Applicants must show a relationship between the need for services and COVID-19 impacts and will be required to complete documentation indicating no Duplication of benefits (DOB) at the time of application, as well as throughout the expenditure period.

Funded Activities must meet a Low- to Moderate- Income (LMI) National Objective:

- LMI Limited Clientele (LMC), defined by income limits or presumed benefit (seniors, disabled persons, homeless, migrant farmworkers, persons living with AIDS, illiterate adults, abused children and batter spouses)
- LMI Area (LMA), defined by census tracts and block groups. At least 501% of households in area must earn 80% or below AMI, areas must be contiguous and provide a public benefit for the area
- LMI Housing (LMH), defined by household income. Households earning 80% or less of AMI
- LMI Job Creation or Retention (LMJ), based on number of full-time equivalent jobs, must create or retain jobs, of which 51% of must be for LMI persons. Every \$35,000 spent requires one full-time equivalent job created or retained.

Despite the reduced expenditure period, all Federal overlay requirements apply, including: federal procurement guidelines, environmental, labor standards, public participation, national objective, fair housing and affirmative furthering fair housing, equal opportunity and non-discrimination, National Flood Insurance program, relocation and displacement, Employment and Contracting opportunities Section 3 compliance, Lead-Based Paint, No use of debarred, ineligible, or suspended contractors or sub-contractors, Uniform Administrative Requirements and Cost Principles, Conflict of Interest prohibitions, Architectural Barriers Act and the Americans with Disabilities Act, Eligibility Restriction for certain resident aliens, Federal reporting requirements, and Grant and Subrecipient monitoring.

RECOMMENDATION:

Direct staff to submit a CDBG Coronavirus response application for Microenterprises/Business Assistance and/or Resident Subsistence Payments.

FISCAL IMPACT:

Application preparation cost \$2,500. It is anticipated that Grant funds will cover the cost of grant Administration and Implementation cost.

Prepared by: _____ Approved by: 
 REVIEW: City Manager: ☒ Finance:  City Attorney: _____

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

RESOLUTION NO. 2020-33

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERE TO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM- CORONAVIRUS RESPONSE FUNDS NOFA's**

BE IT RESOLVED by the **City Council** of the City of Orange Cove as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$500,000 for the following CDBG Coronavirus response activities, pursuant to the CDBG Coronavirus Response NOFA's:

Public Service- Subsistence Payments	\$ <u>250,000</u>
Economic Development- Microenterprise/Business Assistance	\$ <u>250,000</u>

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$100,000 for the CDBG Coronavirus response activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager, or designee*, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City of Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

CLERKS CERTIFICATION

I, HEREBY CERTIFY, that the foregoing Resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the 28th of October, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor
City of Orange Cove

ATTEST:

June V. Bracamontes, City Clerk
City of Orange Cove

**CITY OF ORANGE COVE
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this _____ day of _____, 2020 by and between the City of Orange Cove, California, a municipal corporation, (GRANTEE) and Self-Help Enterprises (SUBRECIPIENT).

WHEREAS, the California Department of Housing and Community Development, hereinafter "HCD", is authorized to allocate Community Development Block Grant Program, hereinafter "CDBG" funds made available from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", as, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its 2019-2024 Housing Element, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 2020-XXX, the Interim City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on _____, unless terminated earlier pursuant to the terms of this Agreement, shall continue until five years. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 statewide goals.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, in a form acceptable to GRANTEE, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and income data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as subawards and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID(DUNS):
- State Award Identification Number: (CDBG Grant#)
- State Award Date:
- Period of Performance:
- Federal/State Funds Obligated by this Agreement:
- Total Federal/State Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal/State Award:
- Federal/State Award project description:
- Name of State awarding agency: Dept. of Housing and Community Development
- Name of pass-through entity: City Orange Cove, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;

- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal or state auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed FIVE HUNDRED THOUSAND Dollars and 00/100 (\$500,000).

SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within forty-five days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, other federal agencies, HCD, or other state agencies and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD, HCD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, state guidelines and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women 's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15

U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal/State agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged

in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a

parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG -assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG -assisted activity, or with respect to the proceeds of the CDBG -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D ". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City/County, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C.

4851- 4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit "E".

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for

ineligible expenditures;

- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the a percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the

Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, County, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and

(2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, County, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which

SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall

retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and

defend

GRANTEE and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Orange Cove
C/O Rudy Hernandez,
Interim City Manager
633 Sixth Street
Orange Cove, CA 93646

SUBRECIPIENT

Self-Help Enterprises
C/O Susan Long, Program
Director 8445 W Elwin Ct
P.O. Box 6520
Visalia, CA 93290

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining

provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Kern County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Orange Cove, California, the day and year first above written.

Addresses:

GRANTEE:

City of Orange Cove
C/O Rudy Hernandez,
Interim City Manager
633 Sixth Street
Orange Cove, CA 93646
Phone: (559) 626-4488
FAX (559) 626-4653

SUBRECIPIENT:

Self-Help Enterprises
Attention: Susan Long
Program Director
8445 W Elowin Ct
P.O. Box 6520
Visalia, CA 93290
Phone: (559) 802-1630
FAX: (559) 651-3634

Attachments:

EXHIBIT A: SCOPE OF

WORK EXHIBIT B:

PROPOSED

BUDGET

EXHIBIT C: INSURANCE

REQUIREMENTS EXHIBIT D:

CONFLICT OF INTEREST

EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

GRANTEE
CITY OF ORANGE COVE

SUBRECIPIENT
SELF-HELP ENTERPRISES

Rudy Hernandez, Interim City
Manager

Thomas Collishaw, CEO/President

Addresses :

GRANTEE:
City of Orange Cove
C/O Rudy Hernandez,
Interim City Manager
633 Sixth Street
Orange Cove, CA 93646
Phone: (559) 626-4488
FAX (559) 626-4653

SUBRECIPIENT:
Self-Help
Enterprises
Attention: Susan
Long Program
Director 8445 W
Elowin Ct .
P.O. Box 6520
Visalia, CA 93290
Phone: (559) 802-
1630 FAX: (559)
651-3436

Attachments :

EXHIBIT A: SCOPE OF
WORK EXHIBIT B:

PROPOSED

BUDGET

EXHIBIT C: INSURANCE

REQUIREMENTS EXHIBIT D: CONFLICT
OF INTEREST

EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS

EXHIBIT A
SCOPE OF WORK

Matrix Code: 05Q LMH Subsistence Payments
National Objective: 24 CFR 570.207(b)(4)
CDBG Eligibility: Emergency Grants

Project Description:

Self-Help Enterprises will offer a Subsistence Payment Program:
Subsistence Payments will provided grant payments for income eligible (at or below 80% of county AMI) individuals or families, living in the City limits of Orange Cove, for items such as housing (rent or mortgage), or utilities, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5.(f)(i).

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG and funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the County.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual

- expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Housing Activities (LMH) - Owner

The SUBRECIPIENT shall maintain records for each household, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by documentation such as pay stubs and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CDBG grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-1 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$TBD
- Total Amount of the Award: \$TBD
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Orange Cove, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

EXHIBIT A
SCOPE OF WORK

Matrix Code:	18C LMH Micro-Enterprise Assistance
National Objective:	24 CFR 570.207(b)(4)
CDBG Eligibility:	Emergency Grants

Project Description:

Self-Help Enterprises will offer a Micro-Enterprise Assistance Program: Forgivable Loans will provided income eligible (at or below 80% of county AMI) business owners and/or create/retain job for those with incomes at or below 80% of the county AMI, in the City limits of Dínuba, for items such as operating expenses and working capital, for a period acceptable under the Notice of Program Rules, Waivers, and Alternative Requirements, Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs Item III.B.5.(f)(j).

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG and funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Data will be collected to document duplication of benefits at application and will be collected throughout the expenditure period and provided to the City.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual

- expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Job Activities (LMJ)

The SUBRECIPIENT shall maintain records for each job created/retained, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- a determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by income self-certifications.

SUBRECIPIENT shall ensure the CDBG grant and program income funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME: Self-Help Enterprises
- Subrecipient ID (DUNS): 056179906
- State Award Identification Number:
- State Award Date:
- Period of Performance:
- Funds Obligated by this Agreement: CDBG CV-1 Grant and Program Income
- Total Funds Obligated to SUBRECIPIENT: \$TBD
- Total Amount of the Award: \$TBD
- Award project description: See Exhibit A - Scope of Work
- Name of awarding agency: CA Dept. of Housing and Community Development
- Name of pass-through entity: City of Orange Cove, California
- Award Official Contact Information: See Section 18 - Notices
- CFDA Number:
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 21.97%

EXHIBIT B
PROPOSED BUDGET

#	Line Item	Approved Budget
1	Salaries	
2	Fringe Benefits	
3	Professional Services	
4	Supplies & Equipment	
5	Rent / Lease / Utilities	
6	Utilities / Telephone	
7	Mileage / Transportation	
8	Other: Indirect Cost Rate (approved 21.97%)	
9	Other: Education & Outreach	
10	Other: Subsistence Payments	
	TOTAL	

EXHIBIT C

INSURANCE REQUIREMENTS Agreement between City of Orange Cove ("CITY") and Self-Help Enterprises ("SUBRECIPIENT")

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury, " "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) that includes Cyber Liability (Privacy and Data breach) insurance appropriate to SUBRECIPIENT profession.

MINIMUM LIMITS OF INSURANCE

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions) & (Privacy & Data breach coverage):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY's Risk Manager or designee. At the option of the CITY's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY's Risk Manager or designee, guaranteeing payment of losses and related investigations,

claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 010413.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) with Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs

first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee,

subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance

documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SUBRECIPIENT will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D
CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Orange Cove or any of its agents?	<input type="checkbox"/>	X
2	Do you represent any firm, organization or person who is in litigation with the City of Orange Cove?	<input type="checkbox"/>	X
3	Do you currently represent or perform work for any clients who do business with the City of Orange Cove?	<input type="checkbox"/>	X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Orange Cove, or in a business which is in litigation with the City of Orange Cove?	<input type="checkbox"/>	X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Orange Cove employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	X
* If the answer to any question is yes, please explain in full below.			

Explanation:

Date _____

Print Signature Name

Self-Help
Enterprises 8445
W Elowin Ct
Visalia, CA 93290

Additional page(s) attached.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of

\$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award

Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

**CITY OF ORANGE
PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Orange Cove will conduct a public hearing on OCTOBER 28, 2020 at 6:30pm at the Orange Cove City Hall, 633 Sixth Street, Orange Cove, CA 93646 (via teleconference), in order to discuss an application for funding under the next fiscal year's (July 1 to June 30) State administered Community Development Block Grant (CDBG) Program.

PUBLIC HEARING

DATE: OCTOBER 28, 2020

TIME: 6:30 p.m.

PLACE: Orange Cove City Council Chambers
(via teleconference)

633 Sixth Street, Orange Cove, CA 93646

TELECONFERENCE

(CALL 888-204-5987 ACCESS CODE 8166599#)

COVID-19 NOTE: These meetings will be held by telephone consistent with the Governor's Executive Order N-25-20 and N-29-20 issued on March 18, 2020. The purpose of this is to provide a safe environment for staff and the public to conduct City business, while allowing for public participation. These meetings will be held by teleconference only unless the emergency has been lifted before the meeting date. Members of the public are encouraged to participate by phone or email at jvb@cityoforange Cove.com or by submitting written comments at City Hall prior to the hearing. At least 72 hours before the meeting the Agenda will be posted at: Please check the Agenda for additional ways to participate in this matter.

Funding for the State administered CDBG Coronavirus Response program will be published in a series of Notice of Funding Availability (NOFA). Eligible cities and counties may submit applications for funding according to the NOFA up to their designated allocation.

Eligible activities under the CDBG Coronavirus Response program include public service programs to respond to COVID-19 impacts; public facilities improvements to increase capacity for healthcare facilities; public facility acquisition, provided that the end use increases healthcare facility capacity; acquisition and/or improvement of housing facilities for persons experiencing homelessness; business assistance and microenterprise assistance activities.

Eligible activities under the CDBG Coronavirus Response program must meet one of the three national objectives listed in federal statutes: benefit to low/moderate income households or persons; elimination of slums and blight; or meeting urgent community development need (with prior department approval).

The City of Orange Cove anticipates submitting an application under the CDBG-CV NOFA published during this program year for up to \$500,000. The City of Orange Cove has or anticipates receiving approximately \$100,000 in CDBG Program income that must be expended prior to expending awarded grant funds.

The purpose of this public hearing is to give the public an opportunity to make their comments known regarding what types of eligible activities the City of Orange Cove should apply for under the State administered CDBG-CV program.

If you require special accommodations to participate in the public hearing, please contact June Bracamonte, City of Orange Cove, 633 Sixth Street, Orange Cove, CA 93646, or you may telephone (559) 626-4488. In addition, the proposed plan is available for review at the City of Orange Cove's website at www.cityoforange Cove.com.

If you are unable to attend the public hearing, you may direct written comments to the City of Orange Cove, 633 Sixth Street, Orange Cove, CA 93646, or you may telephone June Bracamonte (559) 626-4488. In addition, information is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday.

The City of Orange Cove promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

**CIUDAD DE ORANGE COVE
NOTICIA PÚBLICA**

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal de la Ciudad de Orange Cove llevará a cabo una audiencia pública el 28 de octubre de 2020 a las 6:30 p.m. en el Ayuntamiento de Orange Cove, 633 Sixth Street, Orange Cove, CA 93646 (por teleconferencia), con el fin de discutir una solicitud de financiamiento para el próximo año

fiscal (1 de julio al 30 de junio) Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) administrado por el estado.

AUDIENCIA PÚBLICA

FECHA: 28 DE OCTUBRE DE 2020

HORA: 6:30 p.m.

LUGAR: Cámaras del Ayuntamiento de Orange Cove (Vía teleconferencia)

633 Sixth Street, Orange Cove, CA 93646

TELECONFERENCIA

LLAME AL 888-204-5987 CÓDIGO DE ACCESO 8166599 #

NOTA COVID-19: Estas reuniones se llevarán a cabo por teléfono de conformidad con la Orden Ejecutiva del Gobernador N-25-20 y N-29-20 emitida el 18 de marzo de 2020. El propósito de esto es proporcionar un ambiente seguro para el personal y el público para realizar negocios de la Ciudad, permitiendo al mismo tiempo la participación pública. Estas reuniones se llevarán a cabo por teleconferencia únicamente, a menos que la emergencia se haya levantado antes de la fecha de la reunión. Se anima a los miembros del público a participar por teléfono o correo electrónico a jvb@cityoforange Cove.com enviando comentarios por escrito al Ayuntamiento antes de la audiencia. Al menos 72 horas antes de la reunión, se publicará la agenda en: Consulte la Agenda para conocer formas adicionales de participar en este asunto.

Los fondos para el programa CDBG Coronavirus Response administrado por el estado se publicarán en una serie de Notificación de disponibilidad de fondos (NOFA). Las ciudades y condados elegibles pueden enviar solicitudes de financiamiento de acuerdo con la NOFA hasta su asignación designada.

Las actividades elegibles bajo el programa CDBG Coronavirus Response incluyen programas de servicio público para responder a los impactos de COVID-19, mejoras de las instalaciones públicas para aumentar la capacidad de las instalaciones de atención médica, adquisición de instalaciones públicas, siempre que el uso final aumente la capacidad de las instalaciones de atención médica, la adquisición y/o mejora de instalaciones de vivienda para personas sin hogar, asistencia empresarial y actividades de asistencia a micro empresas.

Las actividades elegibles bajo el programa CDBG Coronavirus Response deben cumplir con uno de los tres objetivos nacionales enumerados en los estatutos federales: beneficiar a los hogares o personas de ingresos bajos o moderados, eliminación de tugurios y plagas, o satisfacer una necesidad urgente de desarrollo comunitario (con la aprobación previa del departamento).

La Ciudad de Orange Cove anticipa enviar una solicitud bajo el CDBG-CV NOFA publicado durante este año del programa por hasta \$ 500,000. La Ciudad de Orange Cove tiene o prevé recibir aproximadamente \$ 100,000 en ingresos del programa CDBG que deben gastarse antes de gastar los fondos de subvención otorgados.

El propósito de esta audiencia pública es darle al público la oportunidad de dar a conocer sus comentarios con respecto a qué tipos de actividades elegibles debe solicitar la Ciudad de Orange Cove bajo el programa CDBG-CV administrado por el estado.

Si necesita adaptaciones especiales para participar en la audiencia pública, comuníquese con June Bracamonte, Ciudad de Orange Cove, 633 Sixth Street, Orange Cove, CA 93646, o puede llamar al (559) 626-4488. Además, el plan propuesto está disponible para su revisión en el sitio web de la ciudad de Orange Cove en www.cityoforange Cove.com.

Si no puede asistir a la audiencia pública, puede enviar comentarios por escrito a la ciudad de Orange Cove, 633 Sixth Street, Orange Cove, CA 93646, o puede llamar a June Bracamonte (559) 626-4488. Además, la información está disponible para su revisión en la dirección anterior entre las 8:00 a.m. y las 5:00 p.m. Lunes-Viernes.

La ciudad de Orange Cove promueve la vivienda justa y pone todos sus programas a disposición de familias de ingresos bajos y moderados sin importar la edad, raza, color, religión, sexo, nacionalidad, preferencia sexual, estado civil o discapacidad.

October 15, 2020

Mid-Valley Times

1130 G Street
Reedley CA
(559) 638-2244

(Space below for use of County Clerk only)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

Notice of Public Hearing

STATE OF CALIFORNIA

County of Fresno

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the MID - VALLEY TIMES a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of July 4, 2019, Case Number 19CECG01981; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

October 15, 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

on October 15, 2020.

Notaricus J. Lee

NOTICE OF PUBLIC HEARING AND AVAILABILITY OF FINAL STUDY REGARDING INCREASING DEVELOPMENT IMPACT FEES IN THE CITY OF ORANGE COVE

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Orange Cove at their regular meeting on Wednesday October 28, 2020 at 6:30 p.m., or as soon thereafter as the item may be heard, will conduct a public hearing on the following project, to be held via tele conference due to the COVID 19 pandemic, and the dial in access numbers are U.S. 888-204-5967 ACCESS CODE 8166699# or submit written comments, which must be received by the City prior to the hearing.

PROPOSED PROJECT: Pursuant to the Orange Cove Municipal Code related to development impact fees, which are charges to property owners or developers to allow building on real property in Orange Cove, the City Council is considering a study recommending increases in the fees and application of a yearly adjustment for inflation, if any. Development Impact fees are typically charged at the time a building permit is applied for.

ENVIRONMENTAL DETERMINATION: The project does not have a significant impact on the environment.

REQUESTED ACTIONS: The Council will consider: (1) the Fee Study prepared by Bartle Wells Associates, Public Finance Advisers, Building, Planning, and Development Impact Fees Study. The report develops updated Building, Planning, and Development Impact Fees that are designed to equitably recover the costs of staff time and materials to provide City services as well as infrastructure and assets benefiting new development. Business license fees are recommended to be increased based on the prior year's business index, as outlined by City Ordinance. (2) the Proposed Resolution that would increase the impact fees.

DOCUMENT AVAILABILITY: Copies of the Fee Study and related documents will be available for review starting no later than ten (10) days before the public hearing date, from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., at the City of Orange Cove, 633 Sixth Street, California, except on specified holidays, and online at: www.cityoforange Cove.com.

Your comments regarding the above project are invited. Written comments should be submitted to the City Clerk, at 633 Sixth Street, Orange Cove, California, 93646, no later than October 18, 2020. Comments may be presented to the Council during the public hearing. The City Council action on this matter shall be final. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk or the Council at or prior to the public hearing. All persons are invited to appear and present testimony in this matter. Additional information regarding the above noted item(s) may be obtained by calling the City Clerk at 559-626-4488, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Council's decision you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the City Clerk.

June Bracamontes, City Clerk

October 15, 2020



STAFF REPORT

TO: Honorable Mayor and City Council
FROM: Rudy Hernandez, Interim City Manager
DATE: October 28, 2020
SUBJECT: Information for Calling Parcel Tax Election in March 2021

Measure G

As Council is aware, Measure G lost in March of this year with 430 "Yes" votes for 59.64% of votes cast and 291 "No" votes for 40.36% of votes cast. Therefore, there were a total of 721 votes that were cast. Given that 2/3rds or 66.6% were needed for the Measure to succeed, it did not pass and lost by 51 votes. Had Measure G passed, it would have provided approximately \$80,000 for the Police services and \$20,000 annually for the Fire District for 4 years through 2024.

Calling Parcel Tax Election in March 2021

Staff believes that the City's Budget situation necessitates the Council to consider another Parcel Tax Election in March 2021 using the same land use parcel rates prepared by A. M. Peché & Associates ("Peché & Associates") and essentially the same ballot text language that was tested in the voter survey by Gene Bregman and Associates.

Pros for calling a March 2021 Election

There will not be a need for a new voter survey since the survey conducted by Gene Bregman and Associates is likely still valid. The survey was taken in August 2019 and presented to the Council in September 2019. Gene Bregman believes that any new voter survey would likely be similar. Also, the analysis prepared by Peché & Associates was updated and the same land use parcel tax rates can still be used.

The proposed election for March 2021 would essentially mirror Measure G. If passed, the City and Fire District would still collect approximately \$80,000 for Police services and \$20,000 annually for the Fire District. However, the tax would only be collected for 3 years in 2021-22, 2022-23 and 2023-24. The maturity of the new parcel tax would then mirror the Measure O Parcel Tax that would end in November 2024 with the final collection in the 2023-24 fiscal year. If the City waits until 2022, it is recommended that the City authorize and pay for a new voter survey by Gene Bregman and Associates.

Cons for calling a March 2021 Election

The cost for Measure G for the March 2020 ballot measure election was \$7,335. The cost for Measure G was shared with other voter ballot items. The March 2021 is a special election with only the Orange Cove parcel tax initiative. The County has estimated that the cost for this special election will be between \$65,000 to \$75,000. Staff estimates the cost will be between \$50,000 - \$60,000.


If passed, the first-year parcel tax revenue would come in January 2022 and May 2022 for a total of approximately \$80,000 for the City and \$20,000 for the Fire District. Therefore, if passed with the required 66.6% voter approval, the first-year revenue collected would essentially pay for the estimated \$50,000 to \$60,000 cost of the election. However, if the election fails, the City will still have to pay the estimated \$50,000 to \$60,000 from the City General Fund. If approved by the City Council, funding will come from the General Fund unreserved fund balance.

FISCAL IMPACT:

Cost of the parcel tax election in March 2021 is estimated to be between \$50,000 to \$60,000 that will be paid after being billed by the County. First year parcel tax revenue for the City, estimated to be \$80,000, would occur in the latter half of 2021-22 and essentially pay for the cost of the March 2021 election. An additional \$80,000 would be collected for 2 more years in the latter halves of 2022-23 and 2023-24 for a total of \$160,000. The Fire District would receive \$40,000 over the next 2 years. The parcel tax would cease to be collected after 2023-24 which is the same maturity of Measure O.

Staff requests direction as to whether to proceed with a parcel tax election. A Public Notice will be required to be posted in the City's publication of record and the Council will need to take formal action at today's City Council meeting.

Prepared by: Rudy Hernandez

Approved by: 

REVIEW: City Manager: ☒

Finance: _____

City Attorney: _____

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

Mid-Valley Times

1130 G Street
Reedley CA
(559) 638-2244

(Space below for use of County Clerk only)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO

Notice of Public Hearing

CASE NO. _____

DECLARATION OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Fresno

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the MID - VALLEY TIMES a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of July 4, 2019, Case Number 19CECG01981; that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

October 15, 2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct,

on October 15, 2020

Patricia J. Clark

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Orange Cove (the "City"), at its regular meeting on October 28, 2020 will hold a public hearing and consider approval of a proposed ballot measure to adopt an ordinance creating a parcel tax on real property within the City for the provision of public safety fire and police services.

The ordinance proposes to raise revenue for police and fire protection by authorizing a parcel tax on each parcel of real property in the City. The tax would be paid in addition to current State and local property taxes and would be collected at the same time and in the same manner as the existing real property taxes. \$36 shall be imposed on each single-family residential parcel within the City. A tax of \$25 shall be imposed on each multifamily unit within the City. A tax of \$36 shall be imposed on each agricultural parcel within the City. A tax of \$180 shall be imposed on each commercial parcel within the City. A tax of \$275 shall be imposed on each industrial parcel within the City.

The parcel tax would be used to "improve public safety and emergency response times; maintain the number of on-duty police officers; fight crime/gangs/drugs; provide modern firefighting equipment, with all money used only for local Police and Fire." The City is legally bound to use the funds for police and fire protection and there is a requirement for an expenditure plan. The measure must pass by a 2/3rd vote.

All those interested in matters related to the proposed ballot measure and ordinance are invited to attend and be heard at the meeting which will commence at 6:30 pm. and will be held in via tele conference due to the COVID 19 pandemic, and the dial in access numbers are U.S. 888-204-5987 ACCESS CODE 8168599# or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to the City of Orange Cove, 633 Sixth Street, Orange Cove, California 93646, Attention: City Clerk.

By: *Ms. June Bracamontes*

City Clerk

City of Orange Cove

Dated: October 7, 2020

October 15, 2020

RESOLUTION NO. 2020-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE SUBMITTING TO THE CITY OF ORANGE COVE'S QUALIFIED VOTERS AT THE MARCH 2, 2021 SPECIAL MUNICIPAL ELECTION A MEASURE SEEKING VOTER APPROVAL OF A PARCEL TAX UPON PARCELS OF REAL PROPERTY FOR THE PROVISION OF POLICE AND FIRE PROTECTION SERVICES; ESTABLISHING POLICIES AND PROCEDURES IN CONNECTION WITH SUCH AN SPECIAL MUNICIPAL ELECTION; REQUESTING THE FRESNO COUNTY BOARD OF SUPERVISORS TO DIRECT THE COUNTY REGISTRAR OF VOTERS TO CONDUCT THE SPECIAL MUNICIPAL ELECTION, WHICH SHALL BE CONSOLIDATED WITH ANY ESTABLISHED ELECTION ON MARCH 2, 2021; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE; AUTHORIZING ARGUMENTS AND THE FILING OF REBUTTAL ARGUMENTS FOR OR AGAINST THE MEASURE; AUTHORIZING THE CITY MANAGER TO APPROPRIATE THE FUNDS NECESSARY TO PAY THE CITY'S COST OF PLACING THE MEASURE ON THE SPECIAL MUNICIPAL ELECTION BALLOT; AND DIRECTING THE COUNTY CLERK TO TAKE STEPS NECESSARY TO PLACE THE MEASURE ON THE BALLOT AND TO CAUSE THE MEASURE OR ORDINANCE TO BE PRINTED.

WHEREAS, the City Council held a noticed public hearing on October 28, 2020 to consider calling a special municipal election to seek voter approval of a parcel tax to pay for police and fire protection services, as authorized by Government Code Section 53978 et. seq.; and

WHEREAS, in the last five years, Orange Cove's population has grown but the number of police officers patrolling the City has remained at the same level for the last five years. We need more officers on the streets to make Orange Cove safer; and

WHEREAS, juvenile felonies, including violent crimes, have increased during the last year, and, that maintaining and increasing successful anti-gang activities will help to make our neighborhoods and schools safer; and

WHEREAS, preventing gang and drug related crimes is essential to creating safe neighborhoods in Orange Cove; and

WHEREAS, expanding neighborhood-based policing will help make areas around our schools and parks safer; and

WHEREAS, - We need to add more firefighters and paramedics to improve emergency response times; and

WHEREAS, police and fire equipment are needed to properly equip police officers and firefighters to ensure that our City remains safe; and

WHEREAS, the City Council has evaluated Orange Cove's safety needs with input from the public; and

WHEREAS, after holding the public hearing, the City Council concluded that additional funding is necessary to maintain police and fire protection services; and

WHEREAS, the tax to be submitted to the voters, if approved, would be imposed on parcels of real property within the City; and,

WHEREAS, Elections Code set forth the procedures for arguments in favor of or in opposition of any City measure; and

WHEREAS, Elections Code set forth the procedures for rebuttal arguments; and

WHEREAS, based on all of the information presented at the October 28, 2020 meeting, both written and oral, including the staff reports, minutes, and other relevant materials, the City Council finds that under CEQA Guidelines 15060(c)(2) and 15378, subdivisions (2) and (4) of subdivision (b), this tax does not constitute a project under CEQA and therefore review under CEQA is not required.

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

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Elections Code, the City Council of the City of Orange Cove hereby calls special municipal election to be consolidated with any established election, at which it shall submit to the qualified voters of the City of Orange Cove a measure that, if approved, would adopt a parcel tax to fund police and fire protection services, as authorized by Government Code Section 53978 and, if approved by a two-thirds majority of voters, will provide for a citizens oversight committee.

Section 3. This measure shall be designated by letter by the Fresno County Registrar of Voters. Pursuant to Election Code Section 10400 *et seq.*, the special municipal election for this measure shall be consolidated with the primary election to be conducted on MARCH 2, 2021.

Section 4. The ballot language for the proposed measure shall be as follows:

MEASURE:

ORANGE COVE POLICE AND FIRE EMERGENCY SAFETY MEASURE. To improve local Orange Cove police/fire services, emergency response times; maintain the number of police officers; fight crime/gangs/drugs; provide modern firefighting equipment, shall Orange Cove establish an annual special, as follows: \$36 parcel tax for each single-family residential and agricultural parcel; \$25 each multifamily unit; \$180 each commercial parcel; \$275 each industrial parcel, raising about \$98,000 annually for four years, with independent Citizen Oversight?	YES	
	NO	

Section 5. The following constitutes the synopsis of the measure to be voted on for purposes of meeting the publication requirements of Election Code Section 12111:

SYNOPSIS OF MEASURE

This Measure proposes an ordinance to raise revenue for police and fire protection by authorizing a parcel tax on each parcel of real property in the City. The tax would be paid in addition to current State and local property taxes and would be collected at the same time and in the same manner as the existing real property taxes. \$36 shall be imposed on each single-family residential parcel within the City. A tax of \$25 shall be imposed on each multifamily unit within the City. A tax of \$36 shall be imposed on each agricultural parcel within the City. A tax of \$180 shall be imposed on each commercial parcel within the City. A tax of \$275 shall be imposed on each industrial parcel within the City.

The Measure provides for a citizen's oversight committee, and the tax is set to expire in four (4) years if approved by two-thirds of the voters on MARCH 2, 2021.

Section 6. The full text of the ordinance submitted to the voters is attached as Exhibit A. The full text of Ordinance No. ____ is not required to be printed in the Sample Ballot and Voters Pamphlet. However, the full text of the measure shall be made available at the Office of the Fresno County Clerk/Registrar of Voters and the Office of the Orange Cove City Clerk.

Section 7. Passage of this measure requires a two-thirds majority of votes.

Section 8. The City of Orange Cove requests that the Fresno County Clerk/Registrar of voters conduct the special municipal election and canvass the returns, and the City consents to reimburse the Registrar of Voters for all costs incurred by said services.

Section 9. The Fresno County Clerk/Registrar is hereby directed to cause notice of the measure to be published once in The Fresno Bee, in accordance with Section 12111 of the Elections Code and Section 6061 of the Government Code.

Section 10.

a. A special municipal election on the measure set forth in Section 4 shall be held in the City of Orange Cove on Tuesday, March 2, 2021. The City Council requests that the Board of Supervisors of Fresno County consolidate the special municipal election on the measure with any municipal election on the same day. The City Clerk is directed to file a certified copy of this resolution with the Board of Supervisors of Fresno County and the Registrar of Voters of Fresno County on or before November 5, 2020.

b. The special municipal election on the measure set forth in Section 4 shall be held and conducted, the votes canvassed, and the returns made, and the results ascertained and determined as provided for herein. In all particulars not prescribed in this resolution, the special municipal election shall be held as provided by law for the holding of primary municipal elections in the City of Orange Cove, and otherwise in accordance with the Elections Code of the State of California.

c. The special municipal election for the measure set forth in Section 4 shall be held in Fresno County in the City of Orange Cove on March 2, 2021, as required by law, and the Board of Supervisors of the County of Fresno is authorized to canvas the returns of that election with respect to the votes cast in the City of Orange Cove and certify the results to the City Council of the City of Orange Cove.

d. At the next regular meeting of the City Council of the City of Orange Cove occurring after the returns of the special municipal election for the measure set forth in Section 2 have been canvassed and the certification of the results to the City Council, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 11.

a. Direct arguments shall not exceed three hundred words and shall be signed by not more than five persons.

b. Rebuttal arguments shall not exceed two hundred fifty words and shall be signed by not more than five persons; those persons may be different persons than the persons who signed the direct arguments.

c. The City Attorney shall prepare an impartial analysis of the measure, not to exceed five hundred words, showing the effect of the measure.

d. The Mayor is hereby authorized to prepare a written argument in favor of the proposed ordinance, not to exceed 300 words, on behalf of the City Council.

Section 12. The City Manager is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the Measure on the special municipal election ballot.

Section 13. The City Clerk is authorized to make any non-substantive changes that may be required by the County Elections Official to any legally necessary election material including, but not limited to the ballot question and summary.

Section 14. The County Clerk is hereby authorized and directed to take all steps necessary to place the Measure on the ballot and to cause the Ordinance or Measure to be printed. A copy of the Ordinance or Measure shall be made available to any voter upon request.

PASSED, APPROVED and ADOPTED this 28th day of October 2020 by the following vote:

AYES:		COUNCILMEMBERS:
NOES:	0	COUNCILMEMBERS: None
ABSENT:	0	COUNCILMEMBERS: None
ABSTAIN:	0	COUNCILMEMBERS: None

Victor P. Lopez
Mayor of the City of Orange Cove

ATTEST:

June Bracamontes
City Clerk of the City of Orange Cove

DRAFT

EXHIBIT "A" TO RESOLUTION NO. 2020-36

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING MUNICIPAL CODE OF THE CITY OF ORANGE COVE BY THE ADDITION OF TITLE 3, CHAPTER 3.36, ESTABLISHING PARCEL TAX FOR FUNDING POLICE AND FIRE PROTECTION SERVICES AS AUTHORIZED IN GOVERNMENT CODE SECTION 53978, AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

THE CITY COUNCIL OF THE CITY OF ORANGE COVE DOES ORDAIN AS FOLLOWS:

SECTION 1.: Title 3 of the Orange Cove Municipal Code is hereby amended by the addition of Chapter 3.36 related to a special parcel tax for police and fire services and, as amended, shall read as follows:

Chapter 3.36 – FUNDING POLICE AND FIRE SERVICES

3.36.010 - Imposition of special tax.

A special tax to fund police services and fire prevention and protection services is hereby imposed on every parcel of land in the City of Orange Cove. The tax shall be imposed each fiscal year in the amounts permitted by this chapter. The tax imposed by this chapter shall be a tax upon each parcel of property within the city and the tax shall not be measured by the value of the property.

3.36.020 - Maximum tax amounts.

The maximum annual amount of the tax imposed on each parcel pursuant to this chapter shall be determined as follows:

- A. A tax of thirty-six dollars shall be imposed on each single family residential parcel within the city. A "single family residential parcel" shall mean a parcel zoned for single family residences.
- B. A tax of twenty-five dollars shall be imposed on each multi-family residential unit within the city. A multi-family residential unit shall mean a building or portion of a building designed for or occupied by one family which is part of a multiple residential unit parcel. A "multiple residential unit parcel" shall mean a parcel zoned for a building or those portions thereof that accommodate or is intended to accommodate two or more residential units.
- C. A tax of thirty-six dollars shall be imposed on each agricultural parcel within the city. An "agricultural parcel" shall mean a parcel zoned for agriculture under the city's R-A zone.

D. A tax of one hundred and eighty dollars shall be imposed on each commercial parcel within the city. A "commercial parcel" shall mean a parcel zoned for commercial purposes within the city.

E. A tax of two hundred and seventy-five dollars shall be imposed on each industrial parcel within the city. An "industrial parcel" shall mean a parcel zoned for light or heavy manufacturing purposes within the city.

3.36.030 - Exemptions.

A. Parcels owned by the city, federal or state government or any other public agency and parcels owned by any public or private entity that is specifically exempted from a parcel tax enacted as a special tax under applicable federal or state statute or regulation shall be exempt from the imposition of the special tax set forth in this chapter.

B. Private property owners claiming an exemption under Subsection A above shall file proof of exemption on a form prescribed by the city manager prior to June 30 for the first fiscal year for which the exemption is sought.

3.36.040 - Administrative determinations; appeal procedures.

A. The records of the Fresno County Assessor as of March 1 of each year shall be used to determine each parcel for the calculation of the tax applicable to that parcel in the following fiscal year.

B. The city manager shall administer the special police and fire tax under this chapter.

C. Appeals of any determination of the city manager shall be submitted in writing to the city clerk not later than June 1 of the prior fiscal year for which the tax is imposed. The city council shall consider the appeal and issue a decision to the appellant in writing.

3.36.050 - Accountability measures.

A. Special Fund; Use of Proceeds. In accordance with Government Code Section 53978, the proceeds of the tax imposed by this chapter shall be placed in a special fund and shall be dedicated and used only for city council approved police services and fire prevention and protection services. Eighty percent of the special tax proceeds shall be used for Police Services and twenty percent of the special tax proceeds shall be used for fire prevention and protection services.

B. Annual Review Report. An annual review report shall be prepared by the city setting forth the amount of revenues received under the special tax and amount of disbursements. The purpose is to assure accountability and the proper disbursement of the proceeds of the special tax. The annual review report shall be filed in the city clerk's office not later than January of each fiscal year in which the tax is levied.

C. Special Tax Oversight Committee. A special tax oversight committee comprised of city residents shall be established by the city council to review the annual review report and related records and to make comments and recommendations to the city council at a scheduled council meeting to ensure compliance with this chapter.

3.36.060 - Collection with property taxes.

The special tax imposed by this chapter shall be due in the same manner, on the same dates, and subject to the same penalties and interest as established by law for other charges and taxes fixed and collected by the County of Fresno on behalf of the City of Orange Cove. The special tax imposed by this chapter, together with all penalties and interest thereon, shall constitute a lien upon the parcel upon which it is levied until it has been paid, and shall constitute a person obligation of the owners of the parcel on the date the tax is due.

3.36.070 - Sunset clause.

The special tax adopted under this chapter shall sunset and expire by operation of law on November 30, 2024.

SECTION 2. Severability. If any section, subsection, sentence, clause phrase, or portion of this ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases or portions of this ordinance shall nonetheless remain in full force and effect. The people of the City of Orange Cove hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portions of this ordinance be declared invalid or unenforceable.

SECTION 3. Two-Thirds Approval: Effective Date. The tax imposed by this ordinance is a special tax. This ordinance shall be effective only if approved by two-thirds of the City's voters voting thereon on March 2, 2021, at the general election and shall go into effect ten (10) days after the vote is declared by the City Council.

SECTION 4. Publication. Before the expiration of fifteen (15) days after its effective date, this ordinance shall be published in a newspaper of general circulation published and circulated within the City of Orange Cove.

ORDINANCE No. _____ was PASSED AND ADOPTED by the Voters of the City of Orange Cove, County of Fresno, by a 2/3 vote of the voters at a municipal election held on March 2, 2021.

ATTEST:

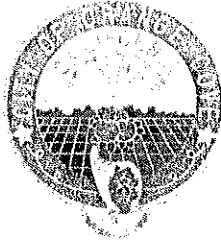
APPROVED:

June Bracamontes
City Clerk

Victor Lopez, Mayor
City of Orange Cove

APPROVED AS TO FORM:

Daniel T. McCloskey
City Attorney



Date: October 22, 2020
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of New Trucks for City's Public Works and Wastewater Departments.
Attachments: Bid Proposal/Bids

BACKGROUND:

On September 28, 2020, the City of Orange Cove mailed out Request for Proposals (RFP) for the purchase of a two (2) new Trucks for the City's Public Works and Wastewater Departments (Attached). The reasons for the RFP are listed below:

- The 2 vehicles currently being used by the Public Works and Wastewater Operations were purchased in 2009 and 2002, respectively. This means that both vehicles being used are at least 14 years old and require high maintenance cost to keep them maintained in working order.

At the close of the RFP filing deadline, the City received one (1) proposal from the car/truck dealership listed below:

- Jim Manning Dodge, Inc. from Dinuba, CA, for \$85,263.30

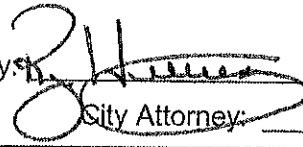
RECOMMENDATION:

Staff recommends that the City Council approve the purchase of the two (2) new trucks for the City's Public Works and Wastewater Departments from Jim Manning Dodge, Inc. from Dinuba, CA, for \$85,263.30

FISCAL IMPACT:

The \$85,263.30 will be funded from Public Works and Wastewater Development Impact Fee Funds.

Prepared by Rudy Hernandez

Approved by: 

REVIEW: City Manager: ✓

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent

_____ Public Hearing

_____ Info Item

_____ Matter Initiated by a Council Member

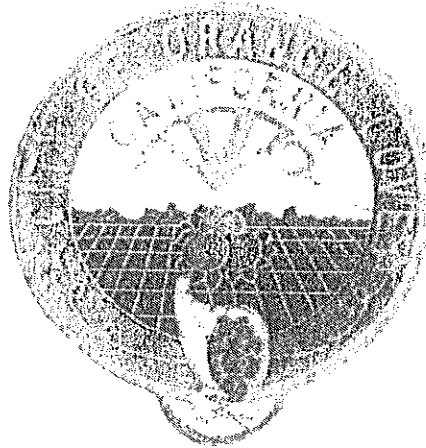
x Action Item

_____ Other

_____ Department Report

_____ Continued to: _____

_____ Redevelopment Agency



**REQUEST FOR PROPOSAL
TRUCKS FOR PUBLIC WORKS & WASTEWATER
DEPARTMENT
September 28, 2020**

The City of Orange Cove invites proposals from qualified auto dealerships to provide proposals for the sale of two Trucks for the City's Public Works & Wastewater Department.

Detailed specifications explaining the type of truck is attached for your information. To be considered for this sale, your auto dealership must meet the specification requirements set forth in the RFP.

Three (3) copies of the proposal must be submitted to the City Clerk, City of Orange Cove, California, 93646, no later than **3:00 PM, Monday October 19, 2020**. Questions, regarding the RFP should be directed to Andy Valencia @ 559-318-6001.

LATE PROPOSALS WILL NOT BE ACCEPTED

Each proposal shall specify completely each and every item as set forth in these specifications. Any and all exceptions to the original specifications must be clearly stated in the proposal and the failure to set forth any exception shall be grounds for rejection of the proposal.

The City of Orange Cove reserves the right to reject any and all proposals and to waive any informalities in any proposal and select the proposal that best meets the City's needs.

Sincerely,


Rudy Hernandez
Interim City Manager

Configuration Preview

Date Printed:	2020-09-25 4:27 PM	VIN:	Quantity:	1
Estimated Ship Date:		VON:	Status:	BA - Pending order
			FAN 1:	01BWG CITY OF ORANGE COVE
			FAN 2:	
			Client Code:	
			Bid Number:	TB1054
			PO Number:	

Vehicle: 2021 2500 TRADESMAN CREW CAB 4X4 (149 In WB 6FT 4 IN box) (DJ7L91)

	Sales Code	Description	MSRP(USD)
Model:	DJ7L91	2500 TRADESMAN CREW CAB 4X4 (149 In WB 6FT 4 IN box)	
Package:	2HA	Customer Preferred Package 2HA	0
	ETL	6.7L I6 Cummins Turbo Diesel Engine	
	DO7	6-Spd Automatic 68RFE Transmission	0
Paint/Seal/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	ADB	Protection Group	
	DSA	Anti-Spin Differential Rear Axle	
	LNJ	Front Fog Lamps	
	WBN	18X8.0 Steel Wheels	
	TCP	LT275/70R18E OWI On/Off Road Tires	
	MWH	Rear Wheelhouse Liners	
	YEP	Manufacturer's Statement of Origin	0
	4DH	Prepaid Holdback	0
	XHC	Trailer Brake Control	
	4ES	Delivery Allowance Credit	0
	GPG	Mirrors-Tow Pwr Adj Heat Black	0
	MAF	Fleet Purchase Incentive	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	171	Zone 71-Los Angeles	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1054	Government Incentives	0
Discounts:	YG4	6.6 Additional Gallons of Diesel	0
Destination Fees:			

Total Price: -

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Jim Manning Dodge, Inc.

194 W. Tulare St. Dinuba, CA 93618
Contact: Manuel Calvillo (559) 591-4910
manuelcalvillo@sbcglobal.net

To: City of Orange Cove.

Attn: Mr. Andy Valencia

As per your request I am submitting this quote for your consideration.

This quote is for the purchase of two New 2021 Ram 2500 Crew Cab Trucks. 6.7L Diesel Engine, 4WD, White Exterior Color, etc.

Ram 2500 Crew Cab	\$39,447.00
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Tax 7.975%	3,145.90
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E-File DMV Fee	30.00
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<u>CA Tire Fee</u>	<u>8.75</u>
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\$42,631.65 Per Unit X 2 UNITS = \$85,263.30 TOTAL COST



Date: October 28, 2020
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Update on Financial Issues
Attachments: Small Business Grant Program Flyer, Application, and Program Guidelines.

Background

- City of Orange Cove Small Business Grant Program - \$2,000
- Latest on financial assistance to State, County and Local Governments

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: _____



SMALL BUSINESS GRANT PROGRAM \$2,000



The City of Orange Cove is collaborating with Fresno county in a relief program to provide \$2,000 in grants to small businesses impacted by COVID-19. This program offers \$2,000 grants to small businesses in the City of Orange Cove.

Apply here:

Orange Cove City Hall 633 6th Street

-OR-

Call us today to help you apply at:

559-626-4488 EXT.218

Business eligibility:

- Must be for-profit and physically located in the City of Orange Cove with demonstrated economic need and negatively impacted by COVID-19
- Be operating for two (2) full years, and have ten (10) or less employees
- Grants must be limited to one (1) per business entity.
- Business applicant will **NOT** be eligible to apply if business has been approved or has received disaster relief funding, such as paycheck protection program, SBA Economic Injury Disaster Relief Loan or city of Fresno Save Our Small Business Loan.
- Business applicant must have no outstanding local, state or federal tax liens nor judgements. Applicant with existing payment plan is eligible.
- It must be demonstrated and certified that the business applicant has been operating for at least two (2) years prior to March 2020 (business license, utility bill, lease agreement).

Orange Cove Small Business Grant Program
Grant Amount - \$2,000 Per Entity

Grant Program Guidelines:

1. Applicants shall be a for profit business physically located and operating in the City of Orange Cove with a demonstrated economic need and negatively impacted by COVID-19.
2. Grant funds will be in the amount of \$2,000.
3. Grants must be limited to one (1) per business entity.
4. Business must have ten (10) full time equivalent employees or less. Self-employed business owners are eligible.
5. Business applicant will NOT be eligible to apply if business has been approved or has received disaster relief funding, such as Paycheck Protection Program, SBA Economic Injury Disaster Relief Loan or City of Fresno Save Our Small Business Loan.
6. Business applicant must have no outstanding local, state or federal tax liens nor judgements. Applicant with existing payment plan is eligible.
7. It must be demonstrated and certified that the business applicant has been operating for at least two (2) full years prior to March 2020 (business license, utility bill, lease agreement).

City of Orange Cove Small Business Grant Program APPLICATION

1. APPLICANT INFORMATION

Business Legal Name:		Employer/Tax ID#	
Business Structure			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC			
Business Main Address		City:	Zip:
Mailing Address (if different)		City:	Zip:
Phone/Cell:		Email:	
Referral Source:			
<input type="checkbox"/> Social Media <input type="checkbox"/> Word of Mouth <input type="checkbox"/> Website <input type="checkbox"/> Other			
Business Tax Certificate Number:		Expiration Date:	
2019 Annual Gross Sales:		# of Employees: FT _____ PT _____	
Year Established in the City of Orange Cove:		Industry Type:	

All owners with >20% ownership must apply...

Owner Name:		SSN:	DOB:
Title:	% Ownership:	Email:	
Home Address:		City:	Zip:
Owner's Gender:	Owner's Ethnicity:		

Owner Name:		SSN:	DOB:
Title:	% Ownership:	Email:	
Home Address:		City:	Zip:
Owner's Gender:	Owner's Ethnicity:		

2. BUSINESS INFORMATION

- A. Have you been approved for or received an SBA Economic Injury Disaster Loan (EIDL)?

☐ Yes
☐ No
- B. Have you been approved for or received a Paycheck Protection Program Loan?

☐ Yes
☐ No
- C. Does the business have any unpaid local, state, federal tax liens or judgments?

☐ Yes
☐ No

D. Does the business have a valid business license/tax certification filed prior to March 2020?

☐ Yes

☐ No

3. USE OF FUNDS

Working Capital: <i>(rent payroll, utilities or other fixed operating expenses)</i>	Grant Amount: \$2,000
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4. ADDITIONAL QUESTIONS

A. Has your business been negatively impacted (closed completely) by the state or local emergency "Shelter in Place" (COVID-19) orders?

☐ Yes

☐ No

B. Has your business been partially closed due to the state or local emergency "Shelter in Place" (COVID-19) orders?

☐ Yes

☐ No

C. Have you been operating for more than two years prior to March 2020?

☐ Yes

☐ No

D. Do you give Grant Processor permission to request and verify information from Fresno County on status of local, state, or federal tax liens including judgements?

☐ Yes

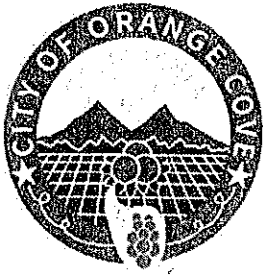
☐ No

5. CERTIFICATION

To the best of my knowledge and belief, I certify: The information in this application is true, correct and complete. By signing this document, I authorize Access Plus Capital to obtain a credit report on my business as listed above.

Name Applicant:	Title:
Signature:	Date:

Name Co-applicant:	Title:
Signature:	Date:



PROGRAMMA DE SUBVENCIONES PARA PEQUEÑAS EMPRESAS \$2,000



La ciudad de Orange Cove está colaborando con el condado de Fresno en un programa de ayuda para proporcionar \$2,000 en subvenciones a pequeñas empresas afectadas por COVID-19. Este programa ofrece \$2,000 subvenciones a pequeñas empresas en la ciudad de Orange Cove.

Solicite aquí:

Orange Cove City Hall 633 6th Street

-0-

Llámenos hoy para ayudarle a presentar su solicitud en:

559-626-4488 EXT.218

Eligibilidad Empresarial:

- Debe estar con fines de lucro y físicamente ubicado en la ciudad de Orange Cove con una necesidad económica demostrada e impactada negativamente por COVID-19.
- Estar operando durante dos (2) años completos, y tener diez (10) o menos empleados
- Las subvenciones deben limitarse a una (1) por entidad empresarial.
- El solicitante de negocios NO será elegible para aplicar si la empresa ha sido aprobada o ha recibido fondos de alivio de desastre, tales como el programa de protección de cheques de pago, el Préstamo de Alivio de Desastres para Lesiones Económicas de la SBA o la ciudad de Fresno Save Our Small Business Loan.
- El solicitante de negocios no debe tener gravámenes fiscales locales, estatales o federales pendientes ni juicios. El solicitante con el plan de pago existente es elegible.
- Debe demostrarse y certificarse que el solicitante de negocios ha estado operando durante al menos dos (2) años antes de marzo de 2020 (licencia comercial, factura de servicios públicos, contrato de arrendamiento).

**Programa de Subvenciones para
Pequeñas Empresas de Orange Cove
Monto de la Subvención: \$ 2,000 por entidad**

Pautas del Programa de Subvenciones:

1. Los solicitantes deberán ser una empresa con fines de lucro ubicada físicamente y operando en la Ciudad de Orange Cove con una necesidad económica demostrada y afectado negativamente por COVID-19.
2. Los fondos de la subvención ascenderán a \$ 2,000.
3. Las subvenciones deben limitarse a una (1) por entidad comercial.
4. La empresa debe tener diez (10) empleados equivalentes a tiempo completo o menos. Trabajadores por cuenta propia los dueños de negocios son elegibles.
5. El solicitante comercial NO será elegible para postularse si el negocio ha sido aprobado o ha recibido fondos de ayuda en casos de desastre, como el Programa de protección de cheques de pago, SBA Préstamo de alivio de desastres por daños económicos o la ciudad de Fresno Salve nuestra pequeña empresa Préstamo.
6. El solicitante comercial no debe tener gravámenes fiscales locales, estatales o federales pendientes ni juicios. El solicitante con un plan de pago existente es elegible.
7. Debe demostrarse y certificarse que la empresa solicitante ha sido operando durante al menos dos (2) años completos antes de marzo de 2020 (licencia comercial, factura de servicios públicos, contrato de arrendamiento)

Ciudad De Orange Cove

Programa de Subvenciones Para Pequenas Empresa

APLICACION

1. INFORMACION DEL SOLICITANTE

Nombre legal de la empresa:		Identificacion Fiscal#	
Estructura del negocio			
<input type="checkbox"/> Proprietario unico <input type="checkbox"/> Corporacion <input type="checkbox"/> Consorcio <input type="checkbox"/> LLC			
Direccion principal del negocio		Ciudad:	CP:
Mailing Address (If different)		Ciudad:	CP:
Telefono/Celular:		Email:	

Fuente de referencia			
<input type="checkbox"/> Redes Sociales <input type="checkbox"/> Algun Conocido <input type="checkbox"/> Sitio Web <input type="checkbox"/> Otro			

Numero de Certificado de Impuestos		Fecha de Caducidad:	
Ventas brutas anuales 2019:		# de empleados: FT _____ PT _____	
Año establecido en la Ciudad de Orange Cove:		Tipo de Industria	

todos los propietarios con 20% de propiedad debe,

Nombre de Proprietario		SSN:	DOB:
Titulo:	%De Propiedad	Email:	
Domicilio:		Ciudad:	CP:
Genero del Proprietario:		Etnia del Proprietario:	

Nombre de Proprietario		SSN:	DOB:
Titulo	%De Propiedad	Email:	
Domicilio:		Ciudad:	CP:
Genero del Proprietario:		Etnia del Proprietario:	

2. INFORMACION COMERCIAL

- A. Ha sido aprobado o recibido un Prestamo para Desastres Economicos de la SBA(EIDL)?

☐ Si
☐ No
- B. Ha sido aprobado o recibido un Prestamo del Programa de Proteccion de Cheques de Pago?

☐ Si
☐ No
- C. Tiene la empresa algun impuesto o sentencia local, estatal, federal no pagada?

☐ Si
☐ No

D. Tiene la empresa una licencia comercial valida fiscal presentada andes de Marzo 2020

☐ Si

☐ No

3. USE OF FUNDS

Capital de Trabajo: (nomina de alquiler, servicios publicos u otros gastos operativos fijos)

Monto de la subvencio: \$2,000

4. PREGUNTAS ADICIONALES

A. Su negocio ha sido afectado negativamente(cerrado completamente) por el estado por la emergencia local ordenes "Shelter in Place" (COVID-19)?

☐ Si

☐ No

B. Su negocio ha sido parcialmente cerrado debido a la emergencia estatal o local "Shelter in Place" ordenes (COVID-19)?

☐ Si

☐ No

C. Ha estado operando por mas de dos anos antes de Marzo 2020

☐ Si

☐ No

D. Le da permiso al Procesador de Subvenciones para solicitar y verificar informacion del condado de Fresno, estado de los gravemenes fiscales, estatales of federales, incluyendo juicios?

☐ Si

☐ No

5. CERTIFICACION

Hasta siempre que yo sepa y creo, certifico: La informacion en esta solicitud es verdadera, correcta y completo. Al firmar este documento autorizo a Access Pluss Capital a obtener un informe de sobre mi negocio como se indica arriba.

Nombre de Aplicante:	Titulo:
Firma:	Fecha:

Nombre Co-Aplicante	Titulo:
Firma:	Fecha: