



## **AGENDA**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Roy Rodriguez, Council Member**

**Josie Cervantes, Council Member**

**Esperanza Rodriguez, Council Member**

**WEDNESDAY, DECEMBER 8, 2021 - 6:30 P.M.**

**Orange Cove Council Chambers**

**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**LIVE MEETING**

**and**

**TELECONFERENCE**

**(CALL 720-740-9780 ACCESS CODE 1060550#)**

**A. Call to Order/Welcome**

Roll Call

Invocation

Flag Salute

**B. Confirmation of Agenda**

**C. Presentation:**

1. Special Presentation by Sheriff Mims in Appreciation of the Creek Fire
2. Presentation by Steve Mulligan and Charlie Lockhart representatives from the Consolidated Mosquito Abatement District

**D. Consent Calendar**

3. City Warrants for the month of August, September, October and November 2021
4. Council Minutes of October 27, 2021

5. Approval to appoint Charles Lockhart to continue as the trustee from the City of Orange Cove on the Consolidated Mosquito Abatement District Board of Trustee
6. Approve Resolution No. 2021- 51 authorize the City Manager to file and record with the County of Fresno a Notice of Completion for the Police Station Parking Lot Reconstruction Project
7. Approve Resolution No. 2021-53 authorize the City Manager to file and record a Notice of Completion with County of Fresno for the Library Rapid Flashing Beacon Project.

## **E. Administration**

### **City Engineer**

8. **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Alfonso Manrique.

**Recommendation:** Informational item Only

9. **SUBJECT:** Settlement Agreement with AJ Excavation, Inc.

**Recommendation:** Council to approved Resolution No. 2021-54 authorizing the City Manager to sign the attached Settlement Agreement with AJ Excavation on behalf of the city and pay AJ Excavation Inc. the remaining \$56,606.21 for work completed on the Adams Ave Reconstruction Project between Center and 4<sup>th</sup> Street.

### **Chief of Police:**

10. **SUBJECT:** Monthly Activity Report by Police Chief Marty Rivera

**RECOMMENDATION:** Informational Item Only

### **Public Works Department**

11. **SUBJECT:** Monthly update report on Public Works Department by Interim Public Works Superintendent Andy Valencia

**Recommendation:** Informational Item Only

### **Planning Department**

12. **SUBJECT:** Monthly update report on City Planning Items Presented by Planner Shun Patlan

**Recommendation:** Informational Item Only

**Interim City Manager**

13. **SUBJECT:** Memorandum of Understanding between the County of Fresno and The City of Orange Cove "Annexation and Tax Sharing Agreement"

**Recommendation:** City Council to approve the amended Memorandum of Understanding (MOU) regarding Annexation and Tax Sharing Agreement with Fresno County

14. **SUBJECT:** Request for Proposal for Independent Audit Services

**Recommendation:** Council to consider approving the RFP for Independent Audit Services

15. **SUBJECT:** Review and Discussion of City's Dental Coverage

**Recommendation:** Staff recommends City Council to review and discuss the City's Dental Insurance Program and provide staff with direction

16. **SUBJECT:** Resignation of Planning Commissioner Coy Weldon effective December 15, 2021

**Recommendation:** Council to approve to receive applications to serve on the Planning Commission

17. **SUBJECT:** Water Arrearages Disbursement Request Form

**Recommendation:** Informational Item Only

18. **SUBJECT:** Failure of Measure U and the Financial Consequences

**Recommendation:** Staff recommends City Council to review and discuss the City's Failure of Measure U and provide staff with direction

19. **SUBJECT:** Vast Networks to Construct Fiber Optic Cable to Six City Owned Buildings and to Provide Phone and Internet Services for a Term of 60 Months

**Recommendation:** Council to approved Resolution No. 2021-55 authorizing the Interim City Manager to execute a contract with Vast Networks to construct fiber optic cable to six City owned buildings and provide phone and internet services.

20. **SUBJECT:** Update Report regarding the SWRCB Arrearage Payment Program

**Recommendation:** Informational Item Only

## **F. Public Forum**

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

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

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

### **21. SUBJECT: National Opioid Settlement**

**Recommendation:** Council to consider approving the Resolution No. 2021-56 and pass the resolution authorizing the city to participate and sign the settlement agreements

## **I. City Council Communications**

## **J. Closed Session:**

**22.** Performance Evaluation pursuant to Government Code Section 54957  
Title: City Attorney

**23.** Performance Evaluation pursuant to Government Code Section 54957  
Title: Interim City Manager

**24.** Conference with real property negotiator  
Government Code Section 54956.8  
Property: located along the west side of Anchor Avenue north of Sumner Avenue in the western sector of the City of Orange Cove.  
City Negotiator: City Manager  
Negotiating Parties: Jesus Lara

**25.** Pursuant to Government Code Section 54957  
Legal Services for Personnel related matters

## **K. Reconvene City Council Meeting:**

## **L. Adjournment**



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

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

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

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

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

### **GENERAL RULES OF DECORUM**

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.

5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

### **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

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

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

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

REPORT.: Oct 07 21 Thursday  
 RUN...: Oct 07 21 Time: 11:24  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 08-21 thru 08-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047398	08/04/21	HER23	HERNANDEZ, EDUARDO	200.00	08/03/21	BOUNCE HOUSE NATIONAL NIGHT OUT 2021
047399	08/04/21	BAE02	ADAM BAES	500.00	08/04/21	CAR & BIKE SHOW DONATION
047400	08/04/21	DG001	DIANA GUERRA SILVA	66.94 .00	7/27/21 07/15/21y	MEDICAL REIMBURSEMENT Ck# 047355->047353 Replacement
Check Total.....:				66.94		
047401	08/05/21	ALH01	SPARKLETTTS	225.58	843070121	WATER SERVICES & EQUIPMENT RENT. #11244843 070121
047402	08/05/21	BF002	BAKERS FLOORING	6187.50	000933	FINAL PAYMENT POLICE DEPARTMENT FLOORING
047403	08/05/21	DIO00	DTONICIO RODRIGUEZ JR.	1500.00	001035	PROF.SERVICES WATER TREATMENT PLANT
047404	08/05/21	HAC01	HACH COMPANY	472.60	12470191	REAGENT SET CHLORINE FREE CLI7
047405	08/05/21	HER01	RUDY HERNANDEZ	1210.00	115	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047406	08/05/21	JL001	JUNE BRACAMONTES	40.54	08/05/21	GAS/TRAVEL REIMBURSEMENT
047407	08/05/21	VOR01	VORTAL, INC	225.00	1572	PROFESSIONAL SERVICES AUGUST 2021
047408	08/05/21	ASI00	ASI ADMINISTRATIVE SOLUTI	88.03	07/30/21	MONTHLY CHECK REGISTER JULY FEE'S
047409	08/05/21	COL10	COLONIAL LIFE	910.56	0702616	EMPLOYEE BENEFIT PROGRAM
047410	08/05/21	FOO02	FOOTHILL AUTO TRUCK & AG	11.95 103.18 58.19 7.22 7.55 193.28	899202 899275 899381 899544 899673 900003	BUCKETS COMMUNITY EVENT LAWN MOWER SUPPLIES - PUBLIC WORKS TOOL AND TOWELS - CITY HALL PWR STEERING FLUID QUART - PUBLIC WORKS TRIGGER NOZZLE - PUBLIC WORKS WHEEL CHARGER - PUBLIC WORKS
Check Total.....:				381.37		
047411	08/05/21	FWUA1	FRIANT WATER AUTHORITY	7547.67	114537	TOTAL SLDMWA EXCHANGE CONTRACTORS COSTS JULY 2021
047412	08/05/21	PDO01	PENA'S DISPOSAL	123.12 100.00	596548 596791	CITY YARD BENS MATTRESS INVOICE
Check Total.....:				223.12		
047413	08/05/21	SUP03	SUPERIOR POOL PRODUCTS LL	176.00	Q2015246	CHLORINE FOR WTP
047414	08/05/21	AOL01	ALERT-O-LITE	491.24	0092253IN	PAINT YELLOW/WHITE STREETS
047415	08/05/21	CMM01	CITRUS MINI-MART	2935.64	1229	GASOLINE FOR TRUCKS FWD/WTP/WWTP/PD
047416	08/05/21	FWUA1	FRIANT WATER AUTHORITY	7711.53 5237.00	114678 114711	TOTAL SLDMWA EXCHANGE CONTRACTORS COSTS 07/15/21 MONTHLY SHARE OF FKC CONVEYANCE COSTS SEPT 2021
Check Total.....:				12948.53		
047417	08/05/21	LEAL1	LEAL DESIGN & ADVERTISING	423.05	3102	BUSINESS CARDS
047418	08/05/21	LYN01	LYNN PEAVEY COMPANY	95.14	380480	EVIDENCE BAGS FOR POLICE DEPARTMENT
047419	08/05/21	METRO	METRO UNIFORM	62.30	230000	UNIFORMS D-PARRA CPL STRIPES
047420	08/05/21	OCTS1	ORANGE COVE TIRE SERVICE	329.31	26586	UNIT 15-04 OIL CHANGE/AIR FILTER REAR BREAKS ROTOR
047421	08/06/21	ASI00	ASI ADMINISTRATIVE SOLUTI	1324.93	JULY 2021	MONTHLY CHECK REGISTER JULY FEES
047422	08/06/21	EOC01	TARGET EIGHT ADVISORY COU	7768.00	06/30/21	INTEREST EARNING 2019-2020 & 2020-2021
047423	08/06/21	LOP50	LOPEZ, MARTINEZ SYLVIA	275.00	BB0464492	REIMBURSEMENT FOR WORK BOOTS
047424	08/06/21	MER00	MERCADO, RICARDO	455.00	125	ORANGE COVE BUDGET REPORT 2021-2022
047425	08/06/21	PER23	EDDIE PEREZ	275.00	08/01/21	REIMBURSEMENT FOR BOOT ALLOWANCE
047426	08/06/21	QUIC5	QUILL CORPORATION	448.69	18054213	OFFICE SUPPLIES FOR ALL DEPARTMENTS INV#18054213
047427	08/06/21	CDWGL	CDW GOVERNMENT, INC	258.28 1085.65 280.24 1628.48	9588287 9649430 9660586 B587136	PANASONIC LIND 120W 12-32V HAVIS FORD INTERCEPTOR UTILITY 2020 PANASONIC SCREEN SUPPORT F/CF-33 PANASONIC DOCKING STATION F/CF-33

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047427	08/06/21	CDWG1	CDW GOVERNMENT, INC	6421.72	C262586	PAN TB CF-33 I5-7300U 256GB
			Check Total.....:	9674.37		
047428	08/06/21	SHE01	SELF HELP ENTERPRISES	5500.00	JUNE 30	2021 CDBG APPLICATIONS
047429	08/06/21	UNTY	UNITY IT	4154.93	362810	COMMUNICATION SERVICES
047430	08/06/21	USA01	USA BLUE BOOK	8899.53	567401	SEWER LINE COLLECTION INSPECTION CAMERA
047431	08/12/21	COL03	COLLINS & SCHOETTLER	977.50	1208	PLANNING CONSULTING INVOICE #1208
047432	08/12/21	PAT07	ENCARNACION PATLAN	40.66	08/11/21	MILEAGE REIMBURSEMENT
047433	08/12/21	PD001	PENA'S DISPOSAL	47071.46	JULY 2021	PENA'S DISPOSAL SERVICES - PENA CO. JULY 2021
047434	08/12/21	RR001	ROY RODRIGUEZ	135.37	08/12/21	MEDICAL REIMBURSEMENT
047435	08/12/21	TM001	TUTTLE & MCCLOSKEY	5377.50	2304	PROFESSIONAL SERVICES INV #2304
047436	08/12/21	ALT01	ALTA PUMP CO	11853.34	16797	RAW WATER PUMP REPAIRS AT WATER PLANT INV #16797
047437	08/12/21	APV01	ARAMARK- ACCOUNTS RECEIVA	54.98	503032176	JANITORIAL SUPPLIES FOR WTP INV #1503032176
				47.31	503032186	JANITORIAL SUPPLIES FOR PWD INV #1503032186
				52.98	503032215	JANITORIAL SUPPLIES FOR WWTP INV #1503032215
				37.71	503032250	JANITORIAL SUPPLIES FOR CITY HALL INV #1503032250
				54.98	503036251	JANITORIAL SUPPLIES FOR WTP INV #1503036251
				47.31	503036261	JANITORIAL SUPPLIES FOR PWD INV #1503036261
				52.98	503036289	JANITORIAL SUPPLIES FOR WWTP INV #1503036289
				62.99	503036317	JANITORIAL SUPPLIES FOR CITY HALL INV #1503036317
				106.96	503044163	JANITORIAL SUPPLIES FOR PD INV #1503044163
				41.66	503044171	JANITORIAL SUPPLIES FOR PD INV #1503044171
				54.98	503048245	JANITORIAL SUPPLIES FOR WTP INV #1503048245
				47.31	503048252	JANITORIAL SUPPLIES FOR PWD INV #1503048252
				52.98	503048280	JANITORIAL SUPPLIES FOR WWTP INV #1503048280
				37.71	503048306	JANITORIAL SUPPLIES FOR CITY HALL INV #1503048306
				246.91	503052473	JANITORIAL SUPPLIES FOR WTP INV #1503052473
				79.71	503052476	JANITORIAL SUPPLIES FOR PWD INV #1503052476
				52.98	503052482	JANITORIAL SUPPLIES FOR WWTP INV #1503052482
				48.33	503052491	JANITORIAL SUPPLIES FOR CITY HALL INV #1503052491
				54.98	503056293	JANITORIAL SUPPLIES FOR WTP INV #1503056293
				533.20	503056298	JANITORIAL SUPPLIES FOR PWD INV #1503056298
				52.98	503056329	JANITORIAL SUPPLIES FOR WWTP INV #1503056329
				37.71	503056356	JANITORIAL SUPPLIES FOR CITY HALL INV #1503056356
			Check Total.....:	1859.64		
047438	08/12/21	CAM11	GUILLERMO CAMPOS	500.00	08/10/21	ORANGE COVE FACILITY REFUND G.CAMPOS
047439	08/12/21	DAP01	DODSON AUTO PARTS	28.05	49620	WD-40 SPRAY INV #49620
047440	08/12/21	DOJ01	DEPARTMENT OF JUSTICE	187.00	521084	LIVESCAN INV #521084
047441	08/12/21	FGS01	FRUIT GROWERS SUPPLY CO	38.69	92236789	KNEE PADS & GLOVES INV #92236789
				9.32	92237111	TRASH PICKER TOOL INV #92237111
				57.34	92241818	PLUMBING SUPPLIES INV #92241818
				5.37	92242130	BLEACH DISINFECTING INV #92242130
				43.43	92244655	WATER LINE MATERIAL AND VERMENT TRAPS
				58.01	92245076	TRAP AND KNIFE SHARPENER INV #92245076
			Check Total.....:	212.16		
047442	08/12/21	FIV01	FIVE CITIES EDC	899.28	Q1-2021	EDA FIVE CITIES Q1 JULY-SEPTEMBER 2021
047443	08/12/21	FOO02	FOOTHILL AUTO TRUCK & AG	167.25	899277	AIR TANK EQUIPMENT FOR BIO WORKS AIR RISE SYSTEM
047444	08/12/21	HER44	LIDIA HERNANDEZ	500.00	08/10/21	ORANGE COVE FACILITY REFUND L.HERNANDEZ
047445	08/12/21	HER45	NORMA HERNANDEZ	500.00	08/10/21	ORANGE COVE FACILITY REFUND N.HERNANDEZ
047446	08/12/21	MCC03	MUNICIPAL CODE CORPORATIO	275.00	00359291	ADMINISTRATIVE SUPPORT FEE INV #00359291
047447	08/12/21	SOL13	MARIA YESENIA SOLORZANO	500.00	08/10/21	ORANGE COVE FACILITY REFUND M.SOLORZANO
047448	08/12/21	TTI01	TELSTAR INSTRUMENTS INC	8974.96	108715	NEW ACTUATOR FOR FILTER #4 PLANT A INV #108715
047449	08/12/21	UWB01	UNWIRED BROADBAND	249.97	01070312	COMMUNICATION INV #INV01070312
				249.97	01091978	COMMUNICATION INV #INV01091978

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PAGE: 003  
 ID #: PY-DP  
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047449	08/12/21	UWB01	UNWIRED BROADBAND	249.97	01114807	COMMUNICATION INV #INV01114807
			Check Total.....:	749.91		
047450	08/12/21	ALT01	ALTA PUMP CO	404.68	16706	SERVICE CALL FOR REPAIRS ON BACKWASH PUMP #16706
047451	08/12/21	AMCE1	AM CONSULTING ENGINEERS,	50255.53	07/19/21	PROFESSIONAL SERVICES
047452	08/12/21	APV01	ARAMARK- ACCOUNTS RECEIVA	106.96	503036309	JANITORIAL SERVICES FOR PD INV #1503036309
047453	08/12/21	BMI01	BADGER METER, INC	4856.19	1440372	ENDPOINTS FOR WATER METERS INV #1440372
047454	08/12/21	CMC03	COMMUNITY MEDICAL CENTER	175.00	1755	MAY-2021 LEGAL BLOOD DRAWS INV #1755
047455	08/12/21	CMW01	CITRUS MINI-MART	2142.55	1228	GASOLINE FOR TRUCKS PWD/WTP/WTP MONTH-MAY 2021
047456	08/12/21	FGS01	FRUIT GROWERS SUPPLY CO	28.74	92230729	TOOLS INV #92230729
				9.32	92231009	TRASH PICKER TOOL INV #92231009
				242.54	92232031	NOLI POND DISCHARGE INV #92232031
				6.98	92232180	PVC/COUPLER INV #92232180
				79.50	92232410	NOLI POND DISCHARGE INV #92232410
				135.50	92233188	TOILET PAPER & BLEACH INV #92233188
				12.28	92233357	BATTERIES INV #92233357
				32.31	92233565	WATER BOOTS INV #92233565
				6.01	92234480	REFLECTORS INV #92234480
			Check Total.....:	553.18		
047457	08/12/21	FOO02	FOOTHILL AUTO TRUCK & AG	12.50	896485	15W50 6X1 PWD INV #896485
				2.47	896518	SPARK PLUG PWD INV #896518
				194.25	896576	BELT LAWN MOWER PWD INV #896576
				24.26	896873	WORK SUPPLIES PWD INV #896873
				75.56	897208	GLOVES INV #897208
				39.17	897354	WORK SUPPLIES PWD INV #897354
				14.57	897454	PADLOCK INV #897454
				18.87	897647	CLEANING SUPPLIES INV #897647
				29.63	897652	WORK SUPPLIES PWD INV #897652
				43.48	898886	BATTERY FOR TRUCK #200 INV #898886
			Check Total.....:	454.76		
047458	08/12/21	FWUA1	FRIANT WATER AUTHORITY	5237.00	114508	MONTHLY SHARE OF FKC CONVEYANCE COSTS FOR JUL-2021
047459	08/12/21	GRA01	GRAINGER	453.50	991336248	BLOWER INV #9913362480
047460	08/12/21	HWS01	HEALTHWISE SERVICES, LLC	125.00	000093345	KIOSK LEASE FEE INV #000093345
047461	08/12/21	JIM00	JIM MANNING DODGE, INC	53.09	150856	WHEEL CAP FOR 3500 DODGE INV #150856
				86.72	CHCS1352	OIL CHANGE FOR RAM 1500 WTP INV #CHCS135270
				318.17	CHCS13523	3500 DODGE INV #CHCS135230
				191.03	CHCS13524	2500 DODGE HEMI SERVICE INV #CHCS135244
				228.18	CHCS13527	OIL CHANANGE FOR RAM 2019 PWD INV #CHCS135277
			Check Total.....:	877.19		
047462	08/12/21	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	8042	MAY 2021-MONTHLY RODENT CONTROL INV #8042
047463	08/12/21	PGE01	PG & E	47682.73	08/10/21	UTILITIES ELECTRICITY FOR ALL DEPTS.
047464	08/12/21	QUI05	QUILL CORPORATION	226.29	16907377	OFFICE SUPPLIES FOR ALL DEPTS. INV #16907377
047465	08/12/21	RAB01	RICHARD A. BLAK, PhD	450.00	06/00/21	PSYCHOLOGICAL SCREENING FOR PRE-EMPLOYMENT
047466	08/12/21	SL001	SUSAN LONG GRANT WRITING	3750.00	06/30/21	2021 COPS GRANT APPLICATIONS
047467	08/12/21	TLI01	TELSTAR INSTRUMENTS INC	707.25	108204	TROUBLE SHOOT RAW WATER BACK UP PUMP INV# 108204
047468	08/12/21	USA01	USA BLUE BOOK	341.08	514332	INJRCTION VALVE FOR PUMP & TRUBIDITY SENSOR
				1413.26	625797	52 GPD FLEXFLO PUMP STENNER PUMP & TUBE FOR PUMPS
			Check Total.....:	1754.34		
047469	08/12/21	WIL16	WILLDAN	6672.50	00334431	BUILDING INSPECTOR-JOHN KARLIE PRO SERVICES
				8160.00	00334625	BUILDING INSPECTOR-JOHN KARLIE PRO SERVICES
				7735.00	00334816	BUILDING INSPECTOR-JOHN KARLIE PRO SERVICES
				8755.00	00334996	BUILDING INSPECTOR-JOHN KARLIE PRO SERVICES
			Check Total.....:	31322.50		
047470	08/12/21	PUR01	PURCHASE POWER	371.02	06193662	POSTAGE FOR DEPTS ACCT #800 9000 0619 3662

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PAGE: 004  
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 CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047471	08/12/21	VAR01	VARGAS JOSE	83.21	08/12/21	PURCHASE OF CLOTHING - JEANS
047472	08/13/21	HER01	RUDY HERNANDEZ	8800.00	116	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047473	08/13/21	OCS05	ORANGE COVE SMOG	80.00	07/22/21	TOWED TRUCK #200 TO AUTO SHOP
047474	08/19/21	SEB01	SEBASTIAN	704.35	10662165	ALARM MONITORING FOR ALL DEPTS. INV #10662165
047475	08/20/21	A.M01	A.M PECHE & ASSOCIATES LL	2043.75	06/30/21	FINANCIAL CONSULTING SERVICES
047476	08/20/21	APV01	ARAMARK- ACCOUNTS RECEIVA	106.95 41.66	503060281 503060289	JANITORIAL SUPPLIES FOR PD INV #1503060281 JANITORIAL SUPPLIES FOR PD INV #1503060289
Check Total.....:				148.62		
047477	08/20/21	ASI00	ASI ADMINISTRATIVE SOLUTI	359.00	08/06/21	MONTHLY CHECK REGISTER JUNE FEES
047478	08/20/21	ATT05	AT & T	997.31	AUG 2021	COMMUNICATION UVERSE ACCTS.FOR ALL DEPTS.
047479	08/20/21	CHAA1	CHAPA'S AUTOMOTIVE	442.75 115.50 70.00 70.00 72.18 223.58	11149 11150 11152 11153 11154 11155	SPOT LIGHT REPLACE LENS FOR PD UNIT INV #11149 HVAC DOOR ACTUATOR CHIEF UNIT INV #11150 SERVICE UNIT CHECK ENGINE LIGHT INV #11152 REMOVE BATTERY PD UNIT INV #11153 REMOVE UNIT CABIN AIR FILTER INV #11154 IGNITION COIL, DIAGNOSE CAUSE
Check Total.....:				994.01		
047480	08/20/21	DAP01	DODSON AUTO PARTS	57.22 11.85 25.84 7.54	49739 49803 49805 49814	WORK SUPPLIES FOR PWD INV #49739 5-30 OIL FOR PWD INV #49803 BRAKE FLUID COOLENT INV #49805 BIT SET INV #49814
Check Total.....:				102.45		
047481	08/20/21	EPI01	EON POLYGRAPH & INVESTIGA	200.00	OCPDMAY21	POLYGRAPH INV #OCPD-MAY04-2021
047482	08/20/21	FCSFF	FRESNO COUNTY SHERIFF	426.66	SO18637	PRISONER PROCESSING SERVICES INV #SO18637
047483	08/20/21	FWOAL	FRIANT WATER AUTHORITY	5237.00 5922.74	114619 114645	MONTHLY SHARE OF FKC CONVEYANCE COST TOTAL SLDNWA EXCHANGE CONTRACTORS COST AUG. 2021
Check Total.....:				11159.74		
047484	08/20/21	HWS01	HEALTHWISE SERVICES, LLC	225.13	000095597	KIOSK LEASE FEE MEDICAL WASTE INV #000095597
047485	08/20/21	IND00	INDUSTRIAL CONTROL AND DE	370.00	15924	TROUBLESHOOT SCADA SYSTEM INV #15924
047486	08/20/21	MUN03	MUNICIPAL MAINTENANCE EQU	996.00	0160985IN	BROOMS FOR STREET SWEEPER INV #0160985-IN
047487	08/20/21	O'R01	OREILLY AUTOMOTIVE, INC.	23.72 15.09 153.74	817174303 817181963 817182652	METER BATTERIES INV #5817-174303 AUTO DETAIL SUPPLIES INV #5817-181963 COLORADO TRUCK BATTERY REPLACEMENT #5817-182652
Check Total.....:				192.55		
047488	08/20/21	OCL02	ORANGE COVE LIQUOR	5695.73	JULY 2021	GAS FOR POLICE DEPARTMENT - JULY 2021
047489	08/20/21	PAR33	PARAMOUNT PEST SERVICES	365.00	210700346	PEST CONTROL FOR PWD, WTP,WWTP,PD INV #2017-00346
047490	08/20/21	PSP01	PSP STORES LLC	53.97 58.28	079936218 081636785	DOG FOOD INV #10-079936218 DOG FOOD INV #10-081636785
Check Total.....:				112.25		
047491	08/20/21	QUI05	QUILL CORPORATION	591.68 539.78	17959766 17986498	OFFICE SUPPLIES FOR PD INVOICE 17959766 OFFICE SUPPLIES FOR PD INV #17986498
Check Total.....:				1131.46		
047492	08/20/21	RFR01	RAIN FOR RENT	56.27 56.27 28.24 56.27	1584532 1605145 1605553 1629045	PARTS FOR PUMP INV #1584532 PARTS FOR PUMP INV #11605145 PARTS FOR PUMP INV #1605553 PARTS FOR PUMP INV #1629045
Check Total.....:				197.05		
047493	08/20/21	SHR02	SHRED-IT, C/O STERICYCLE,	61.04	182405591	SHREDDING SERVICES FOR PD INV #8182405591

REPORT.: Oct 07 21 Thursday  
 RUN...: Oct 07 21 Time: 11:24  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 08-21 thru 08-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047494	08/20/21	TTI01	TELSTAR INSTRUMENTS INC	2677.36	108310	TROUBLE SHOOT LEVEL CONTROL FILTER & LEVEL SENSOR
047495	08/20/21	WEE01	W&E ELECTRIC	147.82	2106113	FLR LAMP AND BLST FOR LIGHTS RESTROOMS 2106113
047496	08/23/21	RR001	ROY RODRIGUEZ	55.65	08/20/21	MEDICAL REIMBURSEMENT
047497	08/24/21	VPL01	VICTOR P LOPEZ	91.00	08/24/21	MEDICAL REIMBURSEMENT
047498	08/25/21	SL001	SUSAN LONG	3750.00	08/25/21	2021 COPS GRANT APPLICATIONS
047499	08/27/21	ATT05	AT & T	7098.89	JUL 2021	CALNET 3-COMMUNICATION
047500	08/27/21	DKI01	DAVID KNOTT INCORPORATED	1162.50	27116	279 PARK BLVD STRUCTURE CLEARING INV #27116
047501	08/27/21	GRA01	GRAINGER	453.50	913362480	FILTER ROLL INV #9913362480
047502	08/27/21	HAC01	HACH COMPANY	168.01	12516675	COMPOSITE SAMPLER SUCTION HOSE INV #12516675
047503	08/27/21	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	8112	MONTHLY RODENT CONTROL FOR JUNE 2021
047504	08/27/21	EAR33	PARAMOUNT PEST SERVICES	355.00	210600342	PEST CONTROL PWD,WTP,WWTP,PD INV #2106-00342
047505	08/27/21	SFF02	SUNSHINE FILTERS OF PINEL	681.18	142647	NEW NEUROS BLOWER FILTERS INV #142647
047506	08/27/21	USA01	USA BLUE BOOK	167.64	642607	WWTP LAB MATERIALS INV #642607
047507	08/27/21	RIV11	RIVERA, MARTY	1064.52	08/27/11	FRESNO MADERA COUNTIES POLICE ASSOCIATION WORKSHOP
047508	08/30/21	ACE02	ACE TROPHY	242.94	46665	PLAQUES FOR INDEPENDENCE DAY CELEBRATION
047509	08/30/21	AFLAC	AFLAC	1983.66	812410	INSURANCE PREMIUMS PAYABLE INV #812410
047510	08/30/21	ALH01	SPARKLETTES	245.16	843080121	WATER SERVICE & EQUIPMENT RENTAL #11244843080121
047511	08/30/21	ALT01	ALTA PUMP CO	13770.93	16800	CLEAR WELL PUMP REPAIRS AT WATER PLANT INV #16800
047512	08/30/21	AMERI	AMERITAS LIFE INSURANCE C	3446.84	SEPT 2021	EMPLOYEE DENTAL INSURANCE COVERAGE 9/01/21-9/30/21
				560.16	SEPT.2021	EMPLOYEE VISION INSURANCE COVERAGE 9/01/21-9/30/21
			Check Total.....:	4007.00		
047513	08/30/21	AOL01	ALERT-O-LITE	381.39	0092986IN	STRIPING PAINT YELLOW INV #0092986-IN
047514	08/30/21	APG02	APGN Inc.	12795.00	14283	PREVENTIVE MAINTENANCE ASSET INV #14283
047515	08/30/21	APV01	ARAMARK- ACCOUNTS RECEIVA	47.31	000002611	JANITORIAL SUPPLIES CITY HALL INV #258000002611
				52.98	000002663	JANITORIAL SUPPLIES WWTP INV #258000002663
				37.71	000002715	JANITORIAL SUPPLIES CITY HALL INV #258000002715
				54.98	258000002	JANITORIAL SUPPLIES WTP INV #258000002593
				54.98	503040053	JANITORIAL SUPPLIES FOR WTP INV #1503040053
				47.31	503040061	JANITORIAL SUPPLIES FOR CITY YARD INV #1503040061
				52.98	503040099	JANITORIAL SUPPLIES FOR WWTP INV #1503040099
				37.71	503040129	JANITORIAL SUPPLIES FOR CITY HALL INV #1503040129
				54.98	503044080	JANITORIAL SUPPLIES FOR WTP INV #1503044080
				109.80	503044091	JANITORIAL SUPPLIES FOR CITY YARD INV #1503044091
				52.98	503044121	JANITORIAL SUPPLIES FOR WWTP INV #1503044121
				390.62	503044179	JANITORIAL SUPPLIES FOR CITY HALL INV #1503044179
				54.98	503060227	JANITORIAL SUPPLIES WTP INV #1503060227
				47.31	503060233	JANITORIAL SUPPLIES CITY YARD INV #1503060233
				115.47	503060259	JANITORIAL SUPPLIES WWTP INV #1503060259
				48.33	503060292	JANITORIAL SUPPLIES CITY HALL INV #1503060292
			Check Total.....:	1260.43		
047516	08/30/21	ASI00	ASI ADMINISTRATIVE SOLUTI	81.33	08/25/21	MONTHLY CHECK REGISTER AUGUST FEES
				806.00	A1017141	MONTHLY MEDICAL ADMIN FEES INV #A1017141
				35.00	AUG 2021	MONTHLY CHECK REGISTER AUGUST FEES
			Check Total.....:	922.33		
047517	08/30/21	ATTM1	AT&T MOBILITY	1806.03	X07242021	COMMUNICATION SERVICES INV #287019327302X07242021
047518	08/30/21	BBC01	BIO-BARGE COMPANY, LLC	16295.00	72221A	BIO-BARGE BOAT FOR AB DIFFUSER REPAIRS INV #72221A
047519	08/30/21	BMI01	BADGER METER, INC	422.88	80076077	BEACON FIXED NETWORK SERVICE UNIT FOR JUNE 2021
047520	08/30/21	CEN03	CENTRAL VALLEY LOCK & SAF	540.95	58744	BUILDING, PLANNING & DIF FEE'S INV #58744
047521	08/30/21	CHAA1	CHAPA'S AUTOMOTIVE	400.55	10919	TRUCK #203 WORK SERVICE ON WATER PUMP INV #10919

REPORT.: Oct 07 21 Thursday  
 RUN....: Oct 07 21 Time: 11:24  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 08-21 thru 08-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047521	08/30/21	CHAA1	CHAPA'S AUTOMOTIVE	395.78 224.24	11017 11157	CANYON UTILITY TRUCK REPAIR INV #11017 TRACTOR BELT REPAIR INV #11157
Check Total.....:				1020.57		
047522	08/30/21	CMM01	CITRUS MINI-MART	2426.90	1230	GASOLINE FOR TRUCKS PWD,WTP,& WWTP MONTH JULY 2021
047523	08/30/21	DHM01	D H MACHINE INC.	338.06 262.56	46718 46749	REPAIR GEAR BOX FOR WASTE VALVE 1 INV #46718 REPAIR GEAR BOX REPLACE BEARING VALVE 2 INV #46749
Check Total.....:				600.62		
047524	08/30/21	FGS01	FRUIT GROWERS SUPPLY CO	87.24 23.71 30.27 49.97 154.16 26.23 27.44 8.07 169.58 150.76 39.42 18.71 242.51 721.82 125.41 25.39 43.90 8.60	92239420 92240207 92240395 92240831 92240845 92243103 92243479 92243571 92244090 92244102 92244114 92244315 92245318 92245894 92247409 92247504 92247739 92249314	GARDEN TOOLS PWD INV #92239420 FLAG STAKES YELLOW PWD INV #92240207 FLAG STAKES & NOZZLE PWD INV #92240395 WORK SUPPLIES PWD INV #92240831 TOILET PAPER PWD INV #92240845 SPRINKLERS PWD INV #92243103 REPAIR SPRINKLERS INV #92243479 DUSTER/BRUSH COBWEB HEAD ONLY INV #92243571 REPAIR SPRINKLERS INV #92244090 REPAIR SPRINKLERS INV #92244102 PUMP FOR COOLER INV #92244114 SAFTY SUPPLIES INV #92244315 WATER LEAK AT HIGH SCHOOL LINE WTP INV #92245318 SAW STIHL POWER PRUNER FOR TRIM TREES #92245894 TART 20X40 PLOY COVER FOR SAND INV #92247409 WORK SUPPLIES FOR PWD INV #92247504 COVERALL TO SPRAY CHEMICAL INV #92247739 PEST SPECTRACIDE WASP & HORNET INV #92249314
Check Total.....:				1953.19		
047525	08/30/21	FOO02	FOOTHILL AUTO TRUCK & AG	14.25 3.94 6.45 65.84 14.54 40.42 16.73 56.47 40.42 38.83 43.10 41.48	897911 897949 897959 897997 898242 898607 898643 898660 898665 898749 898783 898845	BUCKET FOR PWD INV #897911 SINGLE KEY PWD INV #897949 SERVICE TOOL PWD INV #897959 TOOLS FOR WTP INV #897997 CUTT OFF WHEEL 4.5" PWD INV #898242 PROPANE FOR MANLIFT PWD INV #898607 DEF FOR RAM 2018 TRUCK INV #898643 BATTERY FOR TRUCK #208 INV #898660 PROPANE FOR MANLIFT PWD INV #898665 DEF AND SHOP TOWELS INV #898749 PROPANE FOR MANLIFT PWD INV #898783 PROPANE FOR MANLIFT PWD INV #898845
Check Total.....:				382.47		
047526	08/30/21	GTI01	GAR BENNETT, LLC	1338.35	1-930687	CHEMICAL ROUND UP FOR PWD INV #1-930687
047527	08/30/21	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	8174	MONTHLY RODENT CONTROL FOR JULY 2021 FEINSTEIN PRK
047528	08/30/21	PD001	PENA'S DISPOSAL	25.00	602589	MATTRESS PICK UP INV #602589
047529	08/30/21	RL001	REEDLEY LUMBER CO.	3.25	912000	FASTENERS ORDR #912000
047530	08/30/21	SHR02	SHRED-IT, C/O STERICYCLE,	40.00	182495550	SHREDDING SERVICES INV #8182495550
047531	08/30/21	SUP03	SUPERIOR POOL PRODUCTS LL	1180.49 1180.49 1180.49	Q2014808 Q2015177 Q2015618	CHLORINE FOR WTP SERVICE CHARGE INV #Q2014808 CHLORINE FOR WTP SERVICE CHARGE INV #Q2015177 CHLORINE FOR WTP INV #Q2015618
Check Total.....:				3541.47		
047532	08/30/21	TII01	TELSTAR INSTRUMENTS INC	1259.25 2518.50	108714 108900	INSTALLED NEW ACTUATOR FOR FILTER INV #108714 WASTE VALVE REPAIR & REWIRE INV #108900
Check Total.....:				3777.75		
047533	08/30/21	TLN01	THE LINCOLN NATIONAL LIFE	640.34	SEPT 2021	EMPLOYEES LIFE INSURANCE COVERAGE 9/01/21-9/30/21
047534	08/30/21	UNITY	UNITY IT	4269.93	362983	COMMUNICATION SERVICES INV #362983
047535	08/30/21	USB01	U.S. BANK CORPORATE PAYME	3114.64	08/16/21	CREDIT CARD 8/10/21 ENDING 0483-MAIN ACCT.
047536	08/30/21	VAL12	VALLEY SOIL & FOREST	911.52	14733	SAND FOR JULIA LOPEZ DAY CARE CENTER INV #14733
047537	08/30/21	WON00	WONDERWARE CALIFORNIA	660.00	261971.1	WIN-911-MAINT-R CONTRACT #WC171711008C099



REPORT.: Oct 07 21 Thursday  
RUN....: Oct 07 21 Time: 11:24  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report  
Check Listing for 08-21 thru 08-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047538	08/30/21	DIO00	DIONICIO RODRIGUEZ JR.	1350.00	08/30/21	PROFESSIONAL SERVICES WATER TREATMENT PLANT
047539	08/30/21	BOC01	TARGET EIGHT ADVISORY COU	57000.00	08/30/21	LOAN TO JULIA A LOPEZ CHILD DEVELOPMENT CENTER
047540	08/30/21	RIV04	RIVERA JUAN	1025.67	08/30/21	REIMBURSEMENT FOR 2 PORTABLE A/C UNITS VICTOR P LO
047541	08/31/21	VPL01	VICTOR P LOPEZ	539.26	10/2021	MEDICAL REIMBURSEMENT OCTOBER 2021
				500.00	OCT 2021	AUTO ALLOWANCE FOR OCTOBER 2021
			Check Total.....:	1039.26		
			Cash Account Total.....:	503873.33		
			Total Disbursements.....:	503873.33		

REPORT.: Oct 07 21 Thursday  
 RUN....: Oct 07 21 Time: 11:24  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 08-21 thru 08-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700321	08/12/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	1900.34 1215.03	C10811 1C10811	State Income Tax SDI
			Check Total.....:	3115.37		
700322	08/12/21	EDD02	EDD SUI	558.68	C10811	SUI
700323	08/12/21	FRE00	FRESNO COUNTY SHERIFF'S O	125.40	C10811	Garnishment
700324	08/12/21	SEC00	UNION BANK	8035.78 13511.72 3160.12	C10811 1C10811 2C10811	Federal Income Tax FICA Medicare
			Check Total.....:	24707.62		
700325	08/12/21	STA20	STATE DISBURSEMENT UNIT	1052.30 50.00	C10811 1C10811	Garnishment Misc Deduction
			Check Total.....:	1102.30		
700326	08/16/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	14.36	C10816	State Income Tax
700327	08/16/21	IUO00	IUOE LOCAL 39	1125.99	C10731	Union Due Local 39
700328	08/16/21	PER00	CALIF.PUBLIC EMPLOYEES RE	.00	C10816	PERS PAYROLL REMITTANCE
700329	08/16/21	SEC00	UNION BANK	47.85 26.98 6.30	C10816 1C10816 2C10816	Federal Income Tax FICA Medicare
			Check Total.....:	81.13		
700337	08/24/21	PER00	CALIF.PUBLIC EMPLOYEES RE	13792.21	C10824	PAYROLL 8/11
700338	08/27/21	PER00	CALIF.PUBLIC EMPLOYEES RE	13707.21	C10827	PERS FROM 6/12-6/25 PR
700339	08/27/21	IUO00	IUOE LOCAL 39	750.66	C10827	Union Due Local 39
700340	08/31/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C10831	Garnishment
700341	08/31/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	2092.84 972.46	C10831 1C10831	State Income Tax SDI
			Check Total.....:	3065.30		
700342	08/31/21	EDD02	EDD SUI	8.47	C10831	SUI
700343	08/31/21	PER00	CALIF.PUBLIC EMPLOYEES RE	13772.20	C10831	PERS PAYROLL REMITTANCE
700344	08/31/21	SEC00	UNION BANK	8324.35 10416.00 2436.06	C10831 1C10831 2C10831	Federal Income Tax FICA Medicare
			Check Total.....:	21176.41		
700345	08/31/21	STA20	STATE DISBURSEMENT UNIT	1052.30 50.00	C10831 1C10831	Garnishment Misc Deduction
			Check Total.....:	1102.30		
			Cash Account Total.....:	98331.01		
			Total Disbursements.....:	98331.01		

REPORT.: Nov 10 21 Wednesday  
 RUN...: Nov 10 21 Time: 11:39  
 Run By: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 10-21 thru 10-21 Bank Account.: 1010

PAGE: 001  
 ID #: PY-DE  
 CTL: CRA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047568	10/07/21	AMCE1	AM CONSULTING ENGINEERS,	-41916.22	08/16/21u	Ck# 047568 Reversed
047582	10/18/21	DML02	DANSON-MAULDIN LLC	-10440.00	08/19/21u	Ck# 047582 Reversed
047585	10/07/21	FJC01	FLOYD JOHNSTON CONSTRUCTI	-23992.96	2010NC-REu	Ck# 047585 Reversed
047592	10/12/21	LEG02	PORAC LEGAL DEFENSE FUND	-654.90	638814u	Ck# 047592 Reversed
047597	10/07/21	PRO21	PROFESSIONAL PRINT & MAIL	-420.95	108587u	Ck# 047597 Reversed
				-76.34	108643u	Ck# 047597 Reversed
				-650.67	108753u	Ck# 047597 Reversed
				-1268.29	108754u	Ck# 047597 Reversed
			Check Total.....:	-2416.25		
047599	10/12/21	QUI05	QUILL CORPORATION	-34.30	18572399u	Ck# 047599 Reversed
				-152.47	18580802u	Ck# 047599 Reversed
				-10.03	18580970u	Ck# 047599 Reversed
				-11.43	18704245u	Ck# 047599 Reversed
				-628.18	18850129u	Ck# 047599 Reversed
				-75.38	18985836u	Ck# 047599 Reversed
				-1812.87	18925594u	Ck# 047599 Reversed
			Check Total.....:	-2724.66		
047611	10/13/21	SUR01	SURVEILLANCE INTEGRATION	-21692.06	7644u	Ck# 047611 Reversed
				-19516.63	7645u	Ck# 047611 Reversed
				-22950.24	7646u	Ck# 047611 Reversed
			Check Total.....:	-64158.93		
047613	10/11/21	CSJVR	CENTRAL SAN JOAQUIN VALLE	-73143.00	2022-0106u	Ck# 047613 Reversed
047638	10/01/21	A.M01	A.M PECHE & ASSOCIATES LL	746.27	09/29/21	FINANCIAL CONSULTING SERVICES
047639	10/01/21	ALH01	SPARKLETTTS	321.17	843090121	WATER SERV. & EQUIPMENT RENTAL INV #11244843090121
047640	10/01/21	APV01	ARAMARK- ACCOUNTS RECEIVA	49.05	000027126	JANITORIAL SERVICES FOR WTP INV #258000027126
				47.31	000027137	JANITORIAL SERVICES FOR CITY YARD INV #000027137
				52.98	000027166	JANITORIAL SUPPLIES FOR WWTP INV #258000027166
				37.71	000027190	JANITORIAL SUPPLIES FOR CITY HALL #258000027190
			Check Total.....:	187.05		
047641	10/01/21	ASI00	ASI ADMINISTRATIVE SOLUTI	806.00	A1017805	MONTHLY MEDICAL ADMIN FEES INV A1017805
047642	10/01/21	CHAA1	CHAPA'S AUTOMOTIVE	721.16	11148	AC REPAIRS FOR TRUCK #200 PWD INV #11148

REPORT.: Nov 10 21 Wednesday  
 RUN....: Nov 10 21 Time: 11:39  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047643	10/01/21	DIO00	DIONICIO RODRIGUEZ JR.	900.00	09/27/21	PROFESSIONAL SERVICES WTP
047644	10/01/21	HER01	RUDY HERNANDEZ	8800.00	120	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047645	10/01/21	HER40	HERRERA RAFAEL	63.60	10/01/21	UPS PACKAGING FOR COUNCIL J.CERVANTES BUS. CARDS
047646	10/01/21	PAR33	PARAMOUNT PEST SERVICES	365.00	210900327	PEST CONTROL FOR DEPTS. INV #2109-00327
047647	10/01/21	PAT07	ENCARNACION PATLAN	41.56	09/22/21	MILEAGE REIMBURSEMENT
047648	10/01/21	RFR01	RAIN FOR RENT	56.27	1624645	PARTS FOR PUMP INV #1624645
				112.70	1640148	PARTS FOR PUMP INV #1640148
			Check Total.....:	168.97		
047649	10/01/21	RIV04	RIVERA JUAN	222.12	09/22/21	REIMBURSEMENT FOR 6" REPAIR CLAMP MAIN WATER LEAK
047650	10/01/21	RR001	ROY RODRIGUEZ	114.00	10/01/21	MEDICAL REIMBURSEMENT
047651	10/01/21	SEB01	SEBASTIAN	704.35	10673572	ALARM MONITORING FOR ALL DEPTS. INV #10673572
047652	10/01/21	TOP01	THE OFFICE CITY	198.63	IN1708885	OFFICE SUPPLIES FOR ALL DEPTS. INV #IN-1708885
047653	10/01/21	UNITY	UNITY IT	411.99	363156	COMMUNICATION SERVICES INV #363156
047654	10/01/21	USB01	U.S. BANK CORPORATE PAYME	2720.13	09/17/21	CREDIT CARD ENDING 0483-MAIN ACCT.
047655	10/01/21	VPL01	VICTOR P LOPEZ	300.00	09/30/21	MEDICAL REIMBURSEMENT
047656	10/06/21	ANG01	ANGULO ALFRED	96.15	10/06/01	UNIFORM ALLOWANCE- PANTS REIMBURSEMENT
047657	10/06/21	AEV01	ARAMARK- ACCOUNTS RECEIVA	54.98	000014962	JANITORIAL SUPPLIES FOR WTP INV #258000014962
				109.78	000014966	JANITORIAL SUPPLIES FOR CITY YARD #258000014966
				52.98	000014995	JANITORIAL SUPPLIES FOR WWTP INV #258000014995
				258.59	000015034	JANITORIAL SUPPLIES FOR CITY HALL #258000015034
				54.98	000019072	JANITORIAL SUPPLIES FOR WTP INV #258000019072
				47.31	000019078	JANITORIAL SUPPLIES FOR CITY YARD #258000019078
				52.98	000019107	JANITORIAL SUPPLIES FOR WWTP INV #258000019107
				37.71	000019134	JANITORIAL SUPPLIES FOR CITY HALL #258000019134
			Check Total.....:	669.31		
047658	10/06/21	BMI01	BADGER METER, INC	423.12	80079908	BEACON FIXED NETWORK SERVICE UNIT AUG. 2021
047659	10/06/21	CAR02	CARTOZIAN'S AIR CONDITIOI	258.56	17627	REPL BROKEN THERMOSTAT & WORN BELT @ J.LOPEZ CENTR
047660	10/06/21	CCB02	CROSS CITY CHRISTIAN CHOR	500.00	10-05-21	DONATION FOR BICYCLE REPAIRS

REPORT.: Nov 10 21 Wednesday  
 RUN....: Nov 10 21 Time: 11:39  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047661	10/06/21	CDWG1	CDW GOVERNMENT, INC	1056.25	J967577	PANASONIC MDT KEYBOARDS INV #J967577
047662	10/06/21	COFR1	COUNTY OF FRESNO AUDITOR	883.68	2021-2022	AB 2838 FRESNO LOCAL AGENCY FORMATION COMMISSIONS
047663	10/06/21	DG001	DIANA GUERRA SILVA	258.63	10-05-21	MEDICAL REIMBURSEMENT
047664	10/06/21	DLL01	DE LAGE LANDEN PUBLIC FIN	4143.53	72943981	COPIER LEASE INV #72943981
047665	10/06/21	FRON1	FRONTIER	140.95	09-07-21	COMMUNICATIONS ACCT #213-031-7012-081913-5
047666	10/06/21	FWUA1	FRIANT WATER AUTHORITY	1549.81	114383	TOTAL SLOMWA EXCHANGE CONTRACTORS COSTS #114383
047667	10/06/21	HER01	RUDY HERNANDEZ	1100.00	121	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047668	10/06/21	JOS02	JOSIE CERVANTES	40.54	10-05-21	MILEAGE REIMBURSEMENT
				55.00	10-06-21	MEDICAL REIMBURSEMENT
			Check Total.....:	95.54		
047669	10/06/21	LOP16	DAVID LOPEZ	50.36	09/23/21	UNIFORM ALLOWANCE-JEANS REIMBURSEMENT D.LOPEZ
047670	10/06/21	LOP50	LOPEZ, MARTINEZ SYLVIA	96.15	10/06/21	UNIFORM ALLOWANCE - PANTS REIMBURSEMENT
047671	10/06/21	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	8237	MONTHLY RODENT CONTROL FOR AUG, 2021 FEINSTEIN PRK
047672	10/06/21	OCB01	ORANGE COVE BAND BOOSTERS	500.00	10/06/21	TEAL LEVEL SPONSORSHIP
047673	10/06/21	OCT51	ORANGE COVE TIRE SERVICE	58.87	26794	BLK DETECTIVE - OIL CHANGE
				85.35	27169	UNIT 15-03 - OIL CHANGE
				85.35	27174	UNIT 15-04 - OIL CHANGE
			Check Total.....:	229.57		
047674	10/06/21	PRICE	PRICE PAIGE & COMPANY	13698.00	19941	PROFESSIONAL SERVICES RENDERED INV #19941
				9105.00	20064	PROFESSIONAL SERVICES RENDERED INV #20064
			Check Total.....:	22803.00		
047675	10/06/21	PSP01	PSP STORES LLC	75.54	084226682	DOG FOOD
047676	10/06/21	QUI05	QUILL CORPORATION	356.50	19260683	OFFICE SUPPLIES FOR PD INV #19260683
				291.51	19265761	OFFICE SUPPLIES FOR PD INV #19265761
				431.52	19395610	OFFICE SUPPLIES FOR ALL DEPTS. INV #19395610
			Check Total.....:	1079.53		
047677	10/06/21	TAI02	TOSTED ASPHALT INC.	24900.00	5463	WRK TO COMPLETE DEFECTIVE ROADWAY ADAMS AVE & 4TH

REPORT.: Nov 10 21 Wednesday  
 RUN....: Nov 10 21 Time: 11:39  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047678	10/06/21	TGC02	THE GAS COMPANY	84.65	08-03-21	UTILITE GAS FOR ALL DEPTS.
047679	10/06/21	TM001	TUTTLE & MCCLOSKEY	3330.00	2653	ATTORNEY PROFESSIONAL ALLOCATION COSTS
047680	10/06/21	UNITY	UNITY IT	411.99	09/29/21	PRINTER FOR SELF HELP SERVICES V.RAMIREZ
047681	10/06/21	VU001	VALLEY UNIFORM	161.63 790.64 437.47 461.40	25406-1 25458-1 25478-1 25964-1	R.DIAZ UNIFORM REF #25406-1 M.AGUILAR UNIFORM #25458-1 R.URREA UNIFORM REF #25478-1 R.DIAZ UNIFORM REF #25964-1
			Check Total.....:	1851.14		
047682	10/06/21	VVM01	V & V MANUFACTURING, INC.	440.42	53526	OC PD IDENTIFICATION BADGES INV #53526
047683	10/07/21	AMCE1	AM CONSULTING ENGINEERS,	41916.22	08/16/21y	Ck# 047683->047568 Replacement
047684	10/07/21	PRO21	PROFESSIONAL PRINT & MAIL	420.95 76.34 650.67 1268.29	108587y 108643y 108753y 108754y	Ck# 047684->047597 Replacement Ck# 047684->047597 Replacement Ck# 047684->047597 Replacement Ck# 047684->047597 Replacement
			Check Total.....:	2416.25		
047685	10/07/21	FJC01	FLOYD JOHNSTON CONSTRUCTI	23992.96 73143.00	2010NC-REy 2022-0106y	Ck# 047685->047585 Replacement Ck# 047685->047613 Replacement
			Check Total.....:	97135.96		
047686	10/11/21	VPL01	VICTOR P LOPEZ	248.00	10/11/21	MEDICAL REIMBURSEMENT
047687	10/11/21	VPL01	VICTOR P LOPEZ	40.88	OCT-11-21	MEDICAL REIMBURSEMENT
047688	10/12/21	LEG02	PORAC LEGAL DEFENSE FUND	654.90	638814y	Ck# 047688->047592 Replacement
047689	10/12/21	QUI05	QUILL CORPORATION	34.30 152.47 10.03 11.43 628.18 75.38 1812.87	18572399y 18580802y 18580970y 18704245y 18850129y 18885036y 18925594y	Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement
			Check Total.....:	2724.66		
047690	10/13/21	SUR01	SURVEILLANCE INTEGRATION	21692.06 19516.63	7644y 7645y	Ck# 047690->047611 Replacement Ck# 047690->047611 Replacement

REPORT.: Nov 10 21 Wednesday  
 RUN....: Nov 10 21 Time: 11:39  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing For 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047690	10/13/21	SUR01	SURVEILLANCE INTEGRATION	22950.24	7646y	Ck# 047690->047611 Replacement
			Check Total.....:	64158.93		
047691	10/13/21	ATTT1	AT&T TELECONFERENCE SERVI	596.76	109003234	TELECONFERENCE SERVICE INV#109-003234
047692	10/14/21	RUB05	RUBALCABA, RACHEL	75.50	10/13/21	PURCHASED PIZZA FOR MEASURE U-ELECTIONS
047693	10/15/21	AFLAC	AFLAC	1983.66	377899	AFLAC INSURANCE PREMIUMS PAYABLE INV #377899
047694	10/15/21	AMCE1	AM CONSULTING ENGINEERS,	.00	08/16/21y	Ck# 047683->047568 Replacement
				54086.67	AUG 2021	PROFESSIONAL SERVICES
			Check Total.....:	64086.67		
047695	10/15/21	APV01	ARAMARK- ACCOUNTS RECEIVA	2704.70	23677728	UNIFORM ALLOWANCE FOR PWD, WWTP, WTP, ROAD MAINT.
047696	10/15/21	ASI00	ASI ADMINISTRATIVE SOLUTI	1078.15	10-12-21	MONTHLY CHECK REGISTER 10/03/21-10/09/21 FEES
047697	10/15/21	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	30529841	MARCH 2021-MONTHLY FEE FOR PROPERTY INV #30529841
				300.00	30533581	APRIL 2021-MONTHLY FEE FOR PROPERTY INFO SERVICE
				300.00	30540802	MAY 2021-MONTHLY FEE FOR PROPERTY INFO SERVICES
				300.00	30552334	JUNE 2021-MONTHLY FEE FOR PROPERTY INFO SERVICES
				300.00	30557384	JULY 2021-MONTHLY FEE FOR PROPERTY INFO SERVICES
				300.00	30563393	AUGUST 2021-MONTHLY FEE FOR PROPERTY INFO SERVICES
				300.00	30568083	SEPT 2021-MONTHLY FEE FOR PROPERTY INFO SERVICES
			Check Total.....:	2100.00		
047698	10/15/21	COL03	COLLINS & SCHOETTLER	805.00	1214	PLANNING CONSULTING INV #1214
047699	10/15/21	HER01	RUDY HERNANDEZ	9800.00	122	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047700	10/15/21	IIMC1	INTERNATION INSTITUTE OF	200.00	10/12/21	RENEWAL NOTICE MEMBERSHIP FOR CITY CLERK
047701	10/15/21	NBS00	NAVIA BENEFIT SOLUTIONS	47.25	10380530	CLIENT BASE PAY MONTHLY FEE INV #10380530
047702	10/15/21	OCL02	ORANGE COVE LIQUOR	4644.71	SEPT. 2021	GAS FOR PD-MONTH SEPTEMBER 2021
047703	10/15/21	PAT07	ENCARNACION PATLAN	80.53	10/14/21	MILEAGE REIMBURSEMENT
047704	10/15/21	RCFC1	REEDLEY COLLEGE FORESTRY	275.00	10/07/21	CHRISTMAS TREE
047705	10/15/21	SBS01	SELECT BUSINESS SYSTEMS	11.00	INV131817	BLACK TONER FOR CITY HALL INV #INV131817
				11.00	INV131826	BLACK TONER VARTRIDGE FOR CITY HALL INV #INV131826
			Check Total.....:	22.00		
047706	10/15/21	SELF1	SELF-HELP ENTERPRISES	8585.32	9/17/21	CDBG-CV1

REPORT.: Nov 10 21 Wednesday  
 RUN....: Nov 10 21 Time: 11:39  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047706	10/15/21	SELF1	SELF-HELP ENTERPRISES	591.18	09-19-21	CDBG-CV2BA
			Check Total.....:	9176.50		
047707	10/18/21	DML02	DAWSON-MAULDIN LLC	10440.00	08/19/21y	Ck# 047707->047582 Replacement
047708	10/26/21	RR001	ROY RODRIGUEZ	284.33	10/26/21	MEDICAL REIMBURSEMENT
047709	10/26/21	ASI00	ASI ADMINISTRATIVE SOLUTI	30.83	10/14/21	MONTHLY CHECK REGISTER 10/11/21-10/15/21
047710	10/26/21	BEAT1	BEATWEAR, INC.	633.54	07/09/21	OFFICER UNIFORM ALLOWANCE FOR J.PUGA
047711	10/26/21	BOG01	BOGIE'S PUMP SYSTEM	420.00	15640	JACOBS & ADAMS LIFTSTATION CONTROLLER REPLACEMENT
047712	10/26/21	CN002	AT&T - CALNET	1773.78	017088461	AT&T LD ACCT #9391066128
047713	10/26/21	ETRO2	EPPLER TOWING & RECOVERY,	125.00	H21-27626	STOLEN VEHICLE RECOVERED & TOWED TO MADERA SO
047714	10/26/21	FGS01	FRUIT GROWERS SUPPLY CO	53.40	92248955	SOLENOID ASSEMBLY INV #92248955
				9.24	92249957	CLEANING SUPPLIES FOR PWD INV #92249957
				23.69	92250890	HOE 2 WAY 4" PWD INV 92250890
				12.24	92253032	WATER SYSTEM REPAIRS AT WWTP INV #92253032
				90.72	92253823	SPRINKLERS INV #92253823
				103.41	92253834	HEAD FOR TRIMMER INV #92253834
				17.74	92253905	RODENT BAITS INV #92253905
			Check Total.....:	310.44		
047715	10/26/21	O'R01	OREILLY AUTOMOTIVE, INC.	7.01	817173784	WIRE TIES FOR BANNER PWD INV #5817-173784
				18.34	817175002	PADLOCK PWD INV #5817-175002
				4.31	817176127	GL WIPERS FOR TRUCK #208 INV #5817-176127
				18.34	817182596	REAR VIEW MIRROR PWD INV #5817-182596
				7.55	817191988	HEX KEY SET PWD INV #5817-191988
			Check Total.....:	55.55		
047716	10/26/21	PD001	PENA'S DISPOSAL	48261.76	SEPT.2021	PENAS DISPOSAL SERVICES FOR MONTH SEPT. 2021
047717	10/26/21	TII01	TELSTAR INSTRUMENTS INC	2003.25	109129	TROUBLE SHOOT AT WWTP INV #109129
047718	10/26/21	WEE01	W&E ELECTRIC	100.00	2108028	WWTP TROUBLE SHOOTING BAD WIRE INV #2108028
				124.48	2108046	WWTP REPLACED BAD MCC WIRE CLIP & LOG INV #2108046
			Check Total.....:	224.48		
047719	10/29/21	PRO21	PROFESSIONAL PRINT & MAIL	.00	108587y	Ck# 047684->047597 Replacement
				.00	108643y	Ck# 047684->047597 Replacement



REPORT.: Nov 10 21 Wednesday  
RUN...: Nov 10 21 Time: 11:39  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report  
Check Listing For 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047719	10/29/21	PRO21	PROFESSIONAL PRINT & MAIL	.00	108753y	Ck# 047684->047597 Replacement
				.00	108754y	Ck# 047684->047597 Replacement
				1269.40	109486	PRINTING-AUGUST MONTHLY UTILITY BILLS & POSTAGE
				2143.51	109522	PRINTING-LETTER & MAILING UTILITY USER TAX MEETING
				1270.75	109865	PRINTING-SEPTEMBER 2021 MONTHLY UTILITY BILLS
			Check Total.....:	4683.66		
047720	10/29/21	SHR01	SHRED-IT USA- FRESNO	120.00	11571193	SHREDDING SERVICES CLIENT ACCT #11571193
047721	10/29/21	USB01	U.S. BANK CORPORATE PAYME	7013.87	10/25/21	CREDIT CARD ENDING 0483-MAIN ACCT.
047722	10/29/21	VPL01	VICTOR P LOPEZ	500.00	10/28/21	AUTO ALLOWANCE-DEC. 2021
				539.26	OCT. 2021	MEDICAL REIMBURSEMENT CO-PAY
			Check Total.....:	1039.26		
			Cash Account Total.....:	249422.94		
			Total Disbursements.....:	249422.94		

REPORT.: Nov 10 21 Wednesday  
RUN...: Nov 10 21 Time: 11:39  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
Check Listing for 10-21 thru 10-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700410	10/11/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11004	Garnishment
700411	10/11/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	1740.25 285.79 937.21 55.71	C11004 C11007 1C11004 1C11007	State Income Tax State Income Tax SDI SDI
			Check Total.....:	3018.96		
700412	10/11/21	EDD02	EDD SUI	90.75	C11004	SUI
700413	10/11/21	PER00	CALIF.PUBLIC EMPLOYEES RE	14211.72 664.23 .00	C11004 C11007 1C11004	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....:	14875.95		
700414	10/11/21	SEC00	UNION BANK	7292.10 952.64 10051.60 575.72 2350.80 134.64	C11004 C11007 1C11004 1C11007 2C11004 2C11007	Federal Income Tax Federal Income Tax FICA FICA Medicare Medicare
			Check Total.....:	21357.50		
700415	10/11/21	STA20	STATE DISBURSEMENT UNIT	1098.45 1368.28 50.00	C11004 C11007 1C11004	Garnishment Garnishment Misc Deduction
			Check Total.....:	2516.73		
700421	10/21/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11021	Garnishment
700422	10/21/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	1767.21 925.98	C11021 1C11021	State Income Tax SDI
			Check Total.....:	2693.19		
700423	10/21/21	PER00	CALIF.PUBLIC EMPLOYEES RE	14229.42	C11021	PERS PAYROLL REMITTANCE
700424	10/21/21	SEC00	UNION BANK	7343.30 9846.44 2302.82	C11021 1C11021 2C11021	Federal Income Tax FICA Medicare
			Check Total.....:	19492.56		
700425	10/21/21	STA20	STATE DISBURSEMENT UNIT	1098.45	C11021	Garnishment

REPORT.: Nov 10 21 Wednesday  
RUN....: Nov 10 21 Time: 11:39  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
Check Listing for 10-21 thru 10-21 Bank Account.: 1010

PAGE: 009  
ID #: PY-DP  
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700425	10/21/21	STA20	STATE DISBURSEMENT UNIT	50.00	1C11021	Misc Deduction
			Check Total.....:	1148.45		
700426	10/31/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	62.22	C11101	State Income Tax
				35.64	1C11101	SDI
			Check Total.....:	97.86		
700427	10/31/21	IUC00	IUCE LOCAL 39	750.66	C11031	Union Due Local 39
				.00	C11101	PERS PAYROLL REMITTANCE
			Check Total.....:	750.66		
700428	10/31/21	SEC00	UNION BANK	245.09	C11101	Federal Income Tax
				368.28	1C11101	FICA
				86.14	2C11101	Medicare
			Check Total.....:	699.51		
			Cash Account Total.....:	81222.34		
			Total Disbursements.....:	81222.34		

REPORT.: Oct 29 21 Friday  
 RUN....: Oct 29 21 Time: 09:53  
 Run By.: CWS Personnel

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 09-21 thru 09-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047487	09/22/21	O'R01	OREILLY AUTOMOTIVE, INC.	-23.72 -15.09 -153.74	817174303u 817181963u 817182652u	Ck# 047487 Reversed Ck# 047487 Reversed Ck# 047487 Reversed
Check Total.....:				-192.55		
047542	09/01/21	HER01	RUDY HERNANDEZ	8800.00	09/01/21	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047543	09/01/21	RR001	ROY RODRIGUEZ	66.77	09/01/21	MEDICAL REIMBURSEMENT
047544	09/03/21	CASH	CASH	250.00	09/03/21	CASH BEGINNING CASH DRAWER
047545	09/07/21	TWC01	TERRA WEST CONSTRUCTION I	45708.38 -45708.38 22564.68 -22564.68	07/31/21 07/31/21u 08/30/21 08/30/21u	WORK COMPLETED ON THE POLICE STATIONP PARKING LOT Ck# 047545 Reversed WORK COMPLETED ON THE POLICE STATION PARKING LOT Ck# 047545 Reversed
Check Total.....:				.00		
047546	09/08/21	A.M01	A.M PECHE & ASSOCIATES LL	1615.98	08/31/21	FINANCIAL CONSULTING SERVICES
047547	09/08/21	AFLAC	AFLAC	1983.66	058316	AFLAC INSURANCE PREMIUMS PAYABLE
047548	09/08/21	ASI00	ASI ADMINISTRATIVE SOLUTI	497.23	AUGUST 21	MONTHLY CHECK REGISTER 08/29/21-09/04/21
047549	09/08/21	BMI01	BADGER METER, INC	584.88	80078046	CELLULAR BACKHAUL SERVICES UNIT
047550	09/08/21	COL07	COLANTUONO, HIGHSMITH & W	158.86	48791	PG&E & COALITION- UUT BILL SUMMARY FOR SERVICES
047551	09/08/21	DOW01	DEPARTMENT OF WATER	3596.37 20476.05	211057402 2110E5740	1988 CALIFORNIA SAFE DRINKING WATER BOND INTEREST 1988 CALIFORNIA SAFE DRINKING WATER BOND
Check Total.....:				24072.42		
047552	09/08/21	HER01	RUDY HERNANDEZ	1210.00	118	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047553	09/08/21	OCT51	ORANGE COVE TIRE SERVICE	18.00 60.35 543.78 569.73	26510 26686 26935 26977	TIRE MOUNT BRAKES OIL FILTER CHANGE FULL BRAKE JOB FULL BRAKE JOB
Check Total.....:				1191.86		
047554	09/08/21	PAR33	PARAMOUNT PEST SERVICES	365.00	210800344	PEST CONTROL FWD, WTP, WWTP, PD
047555	09/08/21	PAT07	ENCARNACION PATLAN	41.56	09/07/21	MILEAGE REIMBURSEMENT
047556	09/08/21	SOC03	STATE OF CALIFORNIA DEPAR	204.00	526954	LIVE SCAN
047557	09/08/21	SOT06	IRMA SOTO	150.00 -150.00 481.00 -481.00	09/02/21 09/02/21u SEPT 2021 SEPT 2021u	INTERVIEW & INTERRIGATION Ck# 047557 Reversed COURSE FEE - BEHAVIORAL ANALYSIS Ck# 047557 Reversed
Check Total.....:				.00		
047558	09/08/21	SUR01	SURVEILLANCE INTEGRATION	1850.00	7699	REIMBURSEMENT FOR INVOICE #3799
047559	09/08/21	TM001	TUTTLE & MCCLOSKEY	5126.50	2493	ATTORNEY PROFESSIONAL ALLOCATION COSTS INV#2493
047560	09/08/21	TUC01	TUCKFIELD & ASSOCIATES	1082.98	0631	WATER & SEWER RATE STUDY
047561	09/08/21	BGC01	BOYS & GIRLS CLUBS OF FRE	600.00	08/25/21	DONATIONS FOR BOYS & GIRLS CLUB OF FRESNO COUNTY
047562	09/08/21	FBA01	BEHAVIORAL ANALYSIS TRAIN	481.00	IV05577	INVESTIGATING INTERVIEW & INTERROGATION FRESNO CA
047563	09/08/21	SOT06	IRMA SOTO	150.00	09/2/21	BREAKEAST & LUNCH EXPENSE FOR INTERVIEW & INTERR
047564	09/13/21	DG001	DIANA GUERRA SILVA	235.36	09/10/21	MEDICAL REIMBURSEMENT
047565	09/14/21	RR001	ROY RODRIGUEZ	63.78	09/14/21	MEDICAL REIMBURSEMENT
047566	09/15/21	VPL01	VICTOR P LOPEZ	71.59	09/14/21	MEDICAL REIMBURSEMENT
047567	09/16/21	TWC01	TERRA WEST CONSTRUCTION I	45708.38 22564.68	07/31/21y 08/30/21y	Ck# 047567->047545 Replacement Ck# 047567->047545 Replacement
Check Total.....:				68273.06		
047568	09/16/21	AMCE1	AM CONSULTING ENGINEBRs,	41916.22	08/16/21	PROFESSIONAL SERVICES

REPORT.: Oct 29 21 Friday  
 RUN...: Oct 29 21 Time: 09:53  
 Run By.: CWS Personnel

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 09-21 thru 09-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047569	09/16/21	ANI01	ANIMAL CARE EQUIPMENT & S	104.28	92214	ANIMAL CONTROL DEPT. INV #92214
047570	09/16/21	APV01	ARAMARK- ACCOUNTS RECEIVA	54.98 47.31 376.91 48.33 54.98 47.31 52.98 37.71	000006836 000006842 000006861 000006902 000010973 000010980 000011007 000011031	JANITORIAL SUPPLIES FOR WTP INV #258000006836 JANITORIAL SUPPLIES FOR CITY YARD #258000006842 JANITORIAL SUPPLIES FOR WWTP INV #258000006861 JANITORIAL SUPPLIES FOR CITY HALL #258000006902 JANITORIAL SUPPLIES FOR WTP INV #2580000010973 JANITORIAL SUPPLIES FOR CITY YARD #2580000010980 JANITORIAL SUPPLIES FOR WWTP INV #2580000011007 JANITORIAL SUPPLIES FOR CITY HALL #2580000011031
			Check Total.....:	720.51		
047571	09/16/21	ASI00	ASI ADMINISTRATIVE SOLUTI	508.35 39.82	08/30/21 09/10/21	MONTHLY CHECK REGISTER AUGUST FEES MONTHLY CHECK REGISTER 09/06-09/10
			Check Total.....:	548.17		
047572	09/16/21	ATT05	AT & T	1182.52	16945070	AT&T LD
047573	09/16/21	BEAT1	BEATWEAR, INC.	776.73 709.11 190.89	19745 19777 20034	OFFICERS UNIFORM ALLOWANCE - SANTIAGO JURADO OFFICERS UNIFORM ALLOWANCE - BRYAN MONTEMAYOR OFFICERS UNIFORM ALLOWANCE - BRYAN MONTEMAYOR
			Check Total.....:	1676.73		
047574	09/16/21	BES05	BEST UNIFORMS	452.78	42767	OFFICER'S UNIFORM ALLOWANCE E.HERNANDEZ INV #42767
047575	09/16/21	CAR02	CARTOZIAN'S AIR CONDITIOI	750.00	17582	REPLACE MOTOR AND RUN CAP @ SENIOR CENTER #17582
047576	09/16/21	CDWG1	CDW GOVERNMENT, INC	258.28 8196.68	H919562 J044727	PANASONIC LIND 120W 12-32V CAR ADAPT HAVIS PANASONIC TOUGHBOOK & DOCKING STATION
			Check Total.....:	8454.96		
047577	09/16/21	CHAA1	CHAPA'S AUTOMOTIVE	208.17	10948	ANIMAL CONTROL TRUCK NEW BATTERY/REPLACE #10948
047578	09/16/21	COOK1	COOK'S COMMUNICATION	83.14 250.00 250.00	148720 148724 148776	KENWOOD NC SPEAKER MIC INV #148720 RETO FIT UNIT 15-03 MDT INV #148776 UNIT 15-05 MDT INV #148776
			Check Total.....:	583.14		
047579	09/16/21	CWS01	CORBIN WILLITS SYSTEM	47.24	00C107151	ENHANCEMENT AND SERVICE FEES INV #000C107151
047580	09/16/21	DAP01	DODSON AUTO PARTS	32.38 18.35 47.87 4.30 5.92 16.72 16.72	49883 49891 49896 49904 49941 50000 50051	WELDING WIRE PWD INV #49883 GATES XL V BELT WWTP INV #49891 CHEVRON 10-30 INV #49896 BLADE FOR SAW INV #49904 PENNZOIL 5-30 INV #49941 BLUE DEF INV #50000 BLUE DEF INV #50051
			Check Total.....:	142.26		
047581	09/16/21	DG001	DIANA GUERRA SILVA	260.00	091021	LEAGUE CONFERENCE SEPTEMBER 21-24, 2021
047582	09/16/21	DML02	DAWSON-MAULDIN LLC	10440.00	08/19/21	FINAL RETENTION INV FOR RAW WATER TRAVELING SCREEN
047583	09/16/21	EP001	ENERPOWER	116.00	72271	ELECTRICAL ENERGY CHARGE 5/6/21-5/31/21 INV #72271
047584	09/16/21	FCSFF	FRESNO COUNTY SHERIFF	12992.44	5018686	DISPATCHING SERVICES
047585	09/16/21	FJC01	FLOYD JOHNSTON CONSTRUCTI	23992.96	2010NC-RE	FINAL RETENTION PAYMENT FOR WORK COMPLETED ON THE
047586	09/16/21	FOO02	FOOTHILL AUTO TRUCK & AG	30.78 12.18	899424 900337	TRACTOR BELT INV #899424 CLEANING SUPPLIES WIPES INV #900337
			Check Total.....:	42.96		
047587	09/16/21	FRON1	FRONTIER	65.95	08/07/21	COMMUNICATION ACCT #213-031-7012-081913-5
047588	09/16/21	HER01	RUDY HERNANDEZ	486.57	09/10/21	LEAGUE CONFERENCE SEPTEMBER 21-24, 2021
047589	09/16/21	JIM00	JIM MANNING DODGE, INC	58.25	CHCS13522	CHCS135229-5/15/2021-SMOG
047590	09/16/21	JOS02	JOSIE CERVANTES	487.70	09/10/21	LEAGUE CONFERENCE SEPTEMBER 21-24, 2021
047591	09/16/21	LEAL1	LEAL DESIGN & ADVERTISING	70.51	3103	BUSINESS CARDS FOR ENCARNACION "SHUN" PATLAN

REPORT.: Oct 29 21 Friday  
 RUN....: Oct 29 21 Time: 09:53  
 Run By.: CWS Personnel

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 09-21 thru 09-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047592	09/16/21	LEG02	FORAC LEGAL DEFENSE FUND	654.90	638814	POA LEGAL DEFENSE FUND
047593	09/16/21	METRO	METRO UNIFORM	1997.54	232867	2 BODY BALLISTIC VEST (SURVIVAL ARMOR) INV #232867
047594	09/16/21	NES00	NAVIA BENEFIT SOLUTIONS	45.90	10366932	CLIENT PAY BASE MONTHLY FEE INV #10366932
047595	09/16/21	OCS05	ORANGE COVE SMOG	65.00 65.00 65.00	35230 35234 35321	SMOG VEHICLE2010 FORD SMOG VEHICLE 2006 GMC SMOG VEHICLE 2002 GMC
			Check Total.....:	195.00		
047596	09/16/21	PEA02	PORA OF CALIFORNIA	372.00	326140	OCPOA MEMBERSHIP DUES
047597	09/16/21	PRO21	PROFESSIONAL PRINT & MAIL	420.95 76.34 650.67 1268.29	108587 108643 108753 108754	SIGNS EVENT ENTRANCE PARKING ONLY RESERVED SIGNS 8.5X6 PRINTING-INSERTS-NOW ENROLLING INV #108753 PRINTING JUNE 2021 MONTHLY UT
			Check Total.....:	2416.25		
047598	09/16/21	PSP01	PSP STORES LLC	58.28	082709290	DOG FOOD INV #10-082709290
047599	09/16/21	QUI05	QUILL CORPORATION	34.30 152.47 10.03 11.43 628.18 75.38 1812.87	18572399 18580802 18580970 18704245 18850129 18885836 18925594	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES FOR ALL DEPARTMENTS OFFICE SUPPLIES OFFICE SUPPLIES
			Check Total.....:	2724.66		
047600	09/16/21	ROD40	RODRIGUEZ, ESPERANZA	487.70	09/10/21	LEAGUE CONFERENCE SEPTEMBER 21-24, 2021
047601	09/16/21	SEB01	SEBASTIAN	704.35	10669532	ALARM MONITORING FOR ALL DEPTS. INV #10669532
047602	09/16/21	SHE01	SELF HELP ENTERPRISES	7830.34 677.92	JUL 13 21 JUL 15 21	CV1 SUBSISTENCE PAYMENTS CV2 SUBSISTENCE PAYMENTS
			Check Total.....:	8508.26		
047603	09/16/21	SUP03	SUPERIOR POOL PRODUCTS LL	1180.49	Q2015985	CHLORINE FOR WTP SERVICE CHARGE INV #Q2015985
047604	09/16/21	TRE01	MID-VALLEY PUBLISHING INC	29.75	0323598IN	PUBLICATION FOR CITY MANAGERS POSITION #0323598-IN
047605	09/16/21	VU001	VALLEY UNIFORM	467.22	08/02/21	UNIFORM ALLOWANCE J.GALEANA
047606	09/16/21	DOJ01	DEPARTMENT OF JUSTICE	137.00	532906	LIVE SCAN - POLICE DEPARTMENT
047607	09/16/21	FCSFF	FRESNO COUNTY SHERIFF	12992.44	09/01/21	DISPATCHING SERVICES
047608	09/16/21	LOP16	DAVID LOPEZ	150.00	09/12/21	UNIFORM ALLOWANCE - SAFETY JACKET FY 20-21
047609	09/16/21	OCL02	ORANGE COVE LIQUOR	5140.64	AUG 2021	GAS-POLICE DE
047610	09/16/21	QUI05	QUILL CORPORATION	25.57	19091431	OFFICE SUPPLIES
047611	09/16/21	SUR01	SURVEILLANCE INTEGRATION	21692.06 19516.63 22950.24	7644 7645 7646	CITY CAMERAS SOUTH & ANCHOR CITY CAMERAS ANCHOR & PARK CITY CAMERAS - POLICE DEPARTMENT
			Check Total.....:	64158.93		
047612	09/16/21	TOF01	THE OFFICE CITY	198.63	1708885	OFFICE SUPPLIES FOR ALL DEPARTMENTS
047613	09/16/21	CSJVR	CENTRAL SAN JOAQUIN VALLE	73143.00	2022-0106	LIABILITY PROGRAM 2ND QUARTER
047614	09/16/21	HER01	RUDY HERNANDEZ	8800.00	119	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047615	09/17/21	RR001	ROY RODRIGUEZ	131.14	09/17/21	MEDICAL REIMBURSEMENT
047616	09/29/21	AMERI	AMERITAS LIFE INSURANCE C	3707.96 618.72	OCT 2021 OCT. 2021	EMPLOYEE DENTAL INSURANCE CVGE 10/01/21-10/31/21 EMPLOYEE VISION INSURANCE CVGE 10/01/21-10/31/21
			Check Total.....:	4326.68		
047617	09/29/21	ASI00	ASI ADMINISTRATIVE SOLUTI	74.75	09/23/21	MONTHLY CHECK REGISTER 9/19/21-9/25/21 FEES

REPORT.: Oct 29 21 Friday  
 RUN...: Oct 29 21 Time: 09:53  
 Run By.: CWS Personnel

CITY OF ORANGE COVE"  
 Cash Disbursement Detail Report  
 Check Listing for 09-21 thru 09-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047618	09/29/21	CMM01	CITRUS MINI-MART	2540.48	1231	GASOLINE FOR CITY VEHICLES PWD,WTP,WWTP
047619	09/29/21	CWS01	CORBIN WILLITS SYSTEM	2250.00	000C10831	PROFESSIONAL SERVICES INV #000C10831
047620	09/29/21	DLL01	DE LAGE LANDEN PUBLIC FIN	4132.33 4039.32 4039.32	73218634 73605841 73859777	COPIER LEASE FOR MONTH AUGUST 2021 INV #73218634 COPIER LEASE FOR MONTH SEPT. 2021 INV #73605841 COPIER LEASE FOR MONTH OCTOBER 2021 INV #73859777
Check Total.....:				12210.97		
047621	09/29/21	FWUA1	FRIANT WATER AUTHORITY	2811.31	114799	TOTAL SALMWA EXCHANGE CONYRACTORS COST OCT. 2021
047622	09/29/21	LIE01	LIEBERT CASSIDY WHITMORE	39.00 4853.50 6051.00 8148.00	203764 1510939 1510940 1512631	PROFESSIONAL SERVICES RENDERED SKB INV #203764 PROFESSIONAL SERVICES RENDERED FOR 11/30/2020 PROFESSIONAL SERVICES RENDERED INV #1510940 PROFESSIONAL SERVICES RENDERED 12/31/21
Check Total.....:				19091.50		
047623	09/29/21	LYN01	LYNN PEAVEY COMPANY	90.45	383211	EVIDENCE/RIFLE BOX'S INV #383211
047624	09/29/21	OCTS1	ORANGE COVE TIRE SERVICE	66.83 96.01 96.01 64.27 777.42 90.35 66.83 96.04	26296 26321 26704 26901 26911 26945 26947 26979	OIL CHANGE FOR TRUCK #200 INV #26296 DOG FOOD FOR ANIMAL CONTROL INV #26321 DOG FOOD FOR ANIMAL CONTROL INV #26704 OIL CHANGE FOR TRUCK #208 INV #26901 NEW TIRES FOR ANIMAL CONROL INV #26911 OIL CHANGE FOR TRUCK #204 INV #26945 OIL CHANGE FOR TRUCK #201 INV #26947 DOG FOOD FOR ANIMAL CONTROL INV #26979
Check Total.....:				1353.76		
047625	09/29/21	PD001	PENA'S DISPOSAL	33488.04	AUG 2021	PENA DISPOSAL SERVICES FOR AUG. 2021
047626	09/29/21	PGE01	PG & E	46805.30	09/08/21	UTILITIES ELECTRICITY FOR ALL DEPTS.
047627	09/29/21	PRO21	PROFESSIONAL PRINT & MAIL	1263.64 254.11	109159 109519	PRINTING-JULY MONTHLY UTILITY BILLS & POSTAGE ENVELOPE-#10 WINDOW BLACK INK INV #109519
Check Total.....:				1517.75		
047628	09/29/21	RSG01	ROSENOW SPEVACEK GROUP	3201.25 1382.50	1007450 1007653	FY 20/21 SUCCESSOR AGENCY ADMIN SERVICES #1007450 FY 21/22 SA ADMIN SERVICES #1007653
Check Total.....:				4583.75		
047629	09/29/21	TGC02	THE GAS COMPANY	70.69	09/01/21	UTILITY GAS FOR ALL DEPTS. MONTH AUG 2021
047630	09/29/21	TLN01	THE LINCOLN NATIONAL LIFE	693.11	OCT 2021	EMPLOYEES LIFE INSURANCE CVG 10/01/21-10/31/21
047631	09/29/21	TRE01	MID-VALLEY PUBLISHING INC	500.00 .50	0323813IN SEP6932FC	AD/PUBLICATION CONTRACTORS FOR GORUND WELL WATER AD/PUBLICATION FINANCE CHARGE
Check Total.....:				500.50		
047632	09/29/21	UNITY	UNITY IT	4342.20	363080	COMMUNICATION SERVICES INV #363080
047633	09/29/21	UWB01	UNWIRED BROADBAND	250.03	01137795	COMMUNICATION INV #INV01137795
047634	09/29/21	VOR01	VORTAL, INC	225.00	1577	PROFESSIONAL SERVICES INV #1577
047635	09/29/21	WILL16	WILLDAN	5482.50 2220.00 2677.50	00335135 00335145 00335267	BUILDING INSPECTOR-JOHN KARLIE PROFESSIONAL SERVS. CODE ENFORCEMENTTOMMY MOORE PROFESSIONAL SERVS. BUILDING INSPECTION-JOHN KARLIE PROFESSIONAL SERV.
Check Total.....:				10380.00		
047636	09/30/21	VPL01	VICTOR P LOPEZ	539.26 500.00	9/29/21 NOV. 2021	MEDICAL REIMBURSEMENT CO-PAY AUTO ALLOWANCE-MONTH NOV. 2021
Check Total.....:				1039.26		
047637	09/30/21	LOE12	SONIA LOERA	84.00	09/30/12	REFUND FOR LIVESCAN
Cash Account Total.....:				558033.44		
Total Disbursements.....:				558033.44		

REPORT.: Oct 29 21 Friday  
RUN....: Oct 29 21 Time: 09:53  
Run By.: CWS Personnel

CITY OF ORANGE COVE  
Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
Check Listing for 09-21 thru 09-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700385	09/10/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C10907	Garnishment
700386	09/10/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	1997.30 978.23	C10907 1C10907	State Income Tax SDI
			Check Total.....:	2975.53		
700387	09/10/21	EDD02	EDD SUI	90.75	C10907	SUI
700388	09/10/21	PER00	CALIF.PUBLIC EMPLOYEES RE	.00	1C10907	PERS PAYROLL REMITTANCE
700389	09/10/21	SEC00	UNION BANK	7779.90 10475.52 2449.94	C10907 1C10907 2C10907	Federal Income Tax FICA Medicare
			Check Total.....:	20705.36		
700390	09/10/21	STA20	STATE DISBURSEMENT UNIT	1098.45 50.00	C10907 1C10907	Garnishment Misc Deduction
			Check Total.....:	1148.45		
700397	09/24/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C10921	Garnishment
700398	09/24/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	2117.92 965.15	C10921 1C10921	State Income Tax SDI
			Check Total.....:	3083.07		
700399	09/24/21	SEC00	UNION BANK	7978.91 10337.72 2417.74	C10921 1C10921 2C10921	Federal Income Tax FICA Medicare
			Check Total.....:	20734.37		
700400	09/24/21	STA20	STATE DISBURSEMENT UNIT	1098.45 50.00	C10921 1C10921	Garnishment Misc Deduction
			Check Total.....:	1148.45		
700401	09/30/21	IU000	IUOE LOCAL 39	750.66 750.66	C10930 C109308	Union Due Local 39 UNION DUE LOCAL 39
			Check Total.....:	1501.32		
			Cash Account Total.....:	51638.10		
			Total Disbursements.....:	51638.10		



REPORT.: Dec 03 21 Friday  
 RUN....: Dec 03 21 Time: 09:19  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
ACH17	11/23/21	PER00	CALIF.PUBLIC EMPLOYEES RE	8773.42	C11123H	UNFUNDED LIABILITY PAYMENT
047574	11/05/21	BES05	BEST UNIFORMS	-452.78	42767u	Ck# 047574 Reversed
047578	11/05/21	COOK1	COOK'S COMMUNICATION	-83.14 -250.00 -250.00	148720u 148724u 148776u	Ck# 047578 Reversed Ck# 047578 Reversed Ck# 047578 Reversed
			Check Total.....:	-583.14		
047596	11/10/21	PEA02	PORA OF CALIFORNIA	-372.00	325140u	Ck# 047596 Reversed
047715	11/16/21	O'R01	OREILLY AUTOMOTIVE, INC.	-7.01 -18.34 -4.31 -18.34 -7.55	817173784u 817175002u 817176127u 817182596u 817191988u	Ck# 047715 Reversed Ck# 047715 Reversed Ck# 047715 Reversed Ck# 047715 Reversed Ck# 047715 Reversed
			Check Total.....:	-55.55		
047723	11/01/21	DIO00	DIONICIO RODRIGUEZ JR.	1500.00	11/01/21	PROFESSIONAL SERVICES WATER TREATMENT PLANT
047724	11/01/21	HER01	RUDY HERNANDEZ	8800.00	123	FINANCIAL CONSULTING/INTERIM CITY MANAGER SERVICES
047725	11/01/21	VPL01	VICTOR P LOPEZ	35.00	11/01/21	MEDICAL REIMBURSEMENT
047726	11/04/21	AFLAC	AFLAC	1983.66	768012	AFLAC INSURANCE PREMIUMS PAYABLE #768012
047727	11/04/21	ALH01	SPARKLETTES	474.11	843100121	WATER SERVICE AND EQUIPMENT RENTAL #11244843100121
047728	11/04/21	AMCE1	AM CONSULTING ENGINEERS,	63996.25	10/15/21	PROFESSIONAL SERVICES
047729	11/04/21	AMERI	AMERITAS LIFE INSURANCE C	3664.44 608.96	NOV 2021 NOV. 2021	EMPLOYEE DENTAL INSURANCE COVRG 11/01/21-11/30/21 EMPLOYEE VISION INSURANCE COVRG. 11/01/21-11/30/21
			Check Total.....:	4273.40		
047730	11/04/21	ASI00	ASI ADMINISTRATIVE SOLUTI	459.88 154.18	10/19/21 11/02/21	MONTHLY CHECK REGISTER 10/17/21-10/23/21 FEES MONTHLY CHECK REGISTER FEES 10/31/21-11/06/21
			Check Total.....:	614.06		
047731	11/04/21	BEAT1	BEATWEAR, INC.	900.00 48.81 17.36	6830 6952 6953	UNIFORM ALLOWANCE R.DELEON INV #6830 UNIFORM ALLOWANCE J.PUGA INV #6952 UNIFORM ALLOWANCE J.GALEANA INV #6953
			Check Total.....:	966.17		
047732	11/04/21	BMI01	BADGER METER, INC	423.12	80081895	BEACON FIXED NETWORK SERVICES UNIT SEPT. 2021
047733	11/04/21	CMM01	CITRUS MINI-MART	2461.96	1232	GASOLINE FOR CITY TRUCKS PWD/WTP/WWT
047734	11/04/21	COL07	COLANTUONO, HIGHSMITH & W	73.04	49450	PROFESSIONAL SERVICES FOR AUGUST 2021 INV #49450
047735	11/04/21	CR001	COVE PRINTING	369.27	61700	PROPERTY & INVENTORY RECEIPT #500 TRIPLICATES
047736	11/04/21	DOC01	DEPT. OF CONSERVATION	195.66 205.17	09/01/21 09/21/21	STRONG MOTION INSTRUMENTATION & SEISMIC HAZARD M P STRONG MOTION INSTRUMENTATION & SEISMIC HAZARD MAP
			Check Total.....:	400.83		
047737	11/04/21	FGS01	FRUIT GROWERS SUPPLY CO	5.58 34.32 188.99 10.71 107.57 70.55 25.10 50.89 14.86 28.73	92255884 92256318 92256657 92256924 92256950 92258138 92258160 92258171 92259548 92261212	WORK SUPPLIES PWD INV #92255884 WATER SYSTEM REPLACEMENT PARTS INV #92256318 REPAIR CLAMP FOR WATER LEAK WTP INV #92256657 STRAP TIE DOWNS INV #92256924 EQUIPMENTS FOR SEWER LINE INSPECTIONS WATER HOSE & WASHERS INV #92258138 PLUG CLAY. 3" WTP INV #92258160 PLUMBING SUPPLIES WTP INV #92258171 GLOVES PWD INV #92259548 CHAIN AND FILE FOR CHAIN SAW PWD INV #92261212
			Check Total.....:	537.30		
047738	11/04/21	FOO02	FOOTHILL AUTO TRUCK & AG	34.53 430.82 26.49 11.79	901361 902012 902035 902083	UTILITY TRUCK DEF INV #901361 BATTERY TOOLS COMBO DRILLS IV #902012 DRIVER SIDE WIPER BLADE & CHAIN CABLE LUBE BATTERIES FOR WTP INV #902083

REPORT.: Dec 03 21 Friday  
 RUN....: Dec 03 21 Time: 09:19  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047738	11/04/21	FOO02	FOOTHILL AUTO TRUCK & AG	14.72 172.61 151.81 64.61 3.67 17.27 2.31	902091 902203 902249 902256 902270 902711 902747	UTILITY VEHICLE WASH SUPPLIES INV #902091 PARTS FOR BACKHOE PWD INV #902203 PARTS FOR BACKHOE PWD INV #902249 BATTERY FOR CROSS WALK LIGHT INV #902256 PWD BATTERIES WTP INV #902270 DEX-COOL 50/50 INV #902711 BARKE LIGHT/CHIEF'S CAR INV #902747
Check Total.....:				930.63		
047739	11/04/21	FFER1	FRESNO PET EMERGENCY & RE	203.50	36919	EMERGENCY EUTHANATION INV #106096
047740	11/04/21	FTC02	FRESNO TRUCK CENTER	139.55	R00118497	AIR FILTER FOR STREET SWEEPER INV #R00118497:02
047741	11/04/21	FWUA1	FRIANT WATER AUTHORITY	3608.54 2109.09 3471.00	114738 114833 114870	TOTAL SLDMA EXCHANGE CONTRACTORS COSTS #114738 3RD JPP PAYMENT NOV. 2021 INV #114833 FKC CM&R MONTHLY BILLING FOR NOV. 2021
Check Total.....:				9188.63		
047742	11/04/21	JC001	JORGENSEN CO.	27.00 403.86 45.00	5964215 5964220 5964234	FIRE EXT. @ WTP INV #5964215 FIRE EXT. PWD INV #5964220 FIRE EXT. SENIOR CENTER INV #5964234
Check Total.....:				475.86		
047743	11/04/21	JIM00	JIM MANNING DODGE, INC	74.44	HCS135229	SMOG 2019 RAM WTP INV #CHCS135229
047744	11/04/21	JL001	JUNE BRACAMONTES	38.08	10/29/21	MILEAGE FOR J.BRACAMONTES-RMA BOARD MEETING
047745	11/04/21	MCC03	MUNICIPAL CODE CORPORATIO	900.00	00364504	ONLINE CODE HOSTING INV #00364504
047746	11/04/21	METRO	METRO UNIFORM	330.30 899.67 435.57 374.03 784.20 430.43 525.80 171.19 59.33	229582 232064 232206 232439 234365 234530 234560 234648 234649	ANNUAL UNIFORM ALLOWANCE FOR OFFICER SOTO ANNUAL UNIFORM ALLOWANCE D.PARRA INV #232064 ANNUAL UNIFORM ALLOWANCE J.GALEANA INV #232206 ANNUAL UNIFORM ALLOWANCE A.BARRAGAN INV #232439 ANNUAL UNIFORM ALLOWANCE J.PENA INV #234365 ANNUAL UNIFORM ALLOWANCE J.QUINTEROS #234530 ANNUAL UNIFORM ALLOWANCE A.BARRAGAN INV #234560 ANNUAL UNIFORM ALLOWANCE J.PUGA INV #234648 ANNUAL UNIFORM ALLOWANCE J.PENA INV #234649
Check Total.....:				4010.52		
047747	11/04/21	NBS01	NBS GOVERNMENT FINANCE	1259.67	921000162	QUARTERLY ADMIN FEES OCT.1 2021-DEC. 31 2021
047748	11/04/21	NTU01	NTU TECHNOLOGIES INC	6690.34	11698	CHEMICAL FOR THE WTP INV #11698
047749	11/04/21	PAR33	PARAMOUNT PEST SERVICES	730.00	211000331	PEST CONTROL PWD,WTP,WWTP,PD INV #2110-00331
047750	11/04/21	PAT07	ENCARNACION PATLAN	38.64	11/01/21	MILEAGE REIMBURSEMENT FOR E.PATLAN
047751	11/04/21	PGE01	PG & E	78937.66	10/25/21	UTILITIES ELECTRICITY FOR ALL DEPTS.
047752	11/04/21	PRICE	PRICE PAIGE & COMPANY	4612.00	20213	PROFESSIONAL SERVICES RENDERED INV #20213
047753	11/04/21	PSP01	PSP STORES LLC	58.28	085391046	DOG FOOD INV #10-085391046
047754	11/04/21	QUI05	QUILL CORPORATION	.00 .00 .00 .00 .00 .00 .00 122.78 7.55	18572399y 18580802y 18580970y 18704245y 18850129y 18885836y 18925594y 19955208 19988193	Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement Ck# 047689->047599 Replacement OFFICE SUPPLIES FOR PD INV #19955208 OFFICE SUPPLIES FOR PD INV #19988193
Check Total.....:				130.33		
047755	11/04/21	RAB01	RICHARD A. BLAK, PhD	450.00	09/27/21	PRE-EMPLOYMENT PSYCHOLOGICAL SCREENING
047756	11/04/21	RL001	REEDLEY LUMBER CO.	44.17 10.69	269876 270303	DOORS STOPS FOR PD INV #269876 PVC TRAP PLUMBING SUPPLIES INV #2703030
Check Total.....:				54.86		
047757	11/04/21	RS001	ROSENOW SPEVACEK GROUP	2251.25	I007821	FY 2021/2022 ADMIN SERVICES INV #I007821

REPORT.: Dec 03 21 Friday  
 RUN....: Dec 03 21 Time: 09:19  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047758	11/04/21	SEB01	SEBASTIAN	50.00 704.35	27983 10677621	LOW VOLTAGE LABOR @ CITY HALL INV #27983 ALARM MONITORING FOR ALL DEPTS. INV #10677621
			Check Total.....:	754.35		
047759	11/04/21	SUP03	SUPERIOR POOL PRODUCTS LL	1180.49	Q2016538	CHLORINE FOR WTP INV #Q2016538
047760	11/04/21	TOF01	THE OFFICE CITY	194.31	IN1715922	OFFICE SUPPLIES FOR ALL DEPTS. #IN-1715922
047761	11/04/21	UND01	UNDERGROUND SERVICE ALERT	150.00	122841202	UNDERGROUND 2021 MEMBERSHIP FEE INV #1228412021
047762	11/04/21	UWB01	UNWIRED BROADBAND	249.99	01160374	COMMUNICATION INV #INV01160374
047763	11/04/21	VU001	VALLEY UNIFORM	43.36 43.36 382.89 162.70	23551-1 24424-1 25213-1 25279-1	ANNUAL UNIFORM ALLOWANCE FOR J.PUGA INV #23551-1 ANNUAL UNIFORM ALLOWANCE INV #24424-1 ANNUAL UNIFORM ALLOWANCE FOR R.URREA INV #25213-1 ANNUAL UNIFORM ALLOWANCE FOR R.URREA INV #25279-1
			Check Total.....:	632.31		
047764	11/04/21	VUL02	VULCAN MATERIALS COMPANY	67.06 28.01 537.50	329125 331468 73013894	COLD MIX INV #329125 COLD MIX INV #331468 COLD MIX INV #73013894
			Check Total.....:	632.57		
047765	11/05/21	VPL01	VICTOR P LOPEZ	27.91	11/05/21	MEDICAL REIMBURSEMENT
047766	11/10/21	ADV03	ADVANCED FLOW MEASUREMENT	450.00	0004264	INFLUENT FLOW CALIBRATION FOR ANNUAL REPORT
047767	11/10/21	AOL01	ALERT-O-LITE	374.27	0096137IN	STREET STRIPING SU/PPLYS INV #0096137-IN
047768	11/10/21	APV01	ARAMARK- ACCOUNTS RECEIVA	52.98 55.54	000031232 000042143	JANITORIAL SUPPLIES FOR WWTP INV #258000031232 JANITORIAL SUPPLIES WWTP INV #258000042143
			Check Total.....:	108.52		
047769	11/10/21	ASI00	ASI ADMINISTRATIVE SOLUTI	806.00	A1018452	MONTHLY MEDICAL ADMIN FEES: OCTOBER 2021
047770	11/10/21	ATTM1	AT&T MOBILITY	1795.34 1800.61	OCT. 2021 X10242021	COMMUNICATION ALL DEPTS. ACCT #287019327302 COMMUNICATION ALL DEPTS. SEPT-2021 #287019327302
			Check Total.....:	3595.95		
047771	11/10/21	BSK01	BSK ASSOCIATES	854.00 280.00 912.00 700.00 846.00 1050.00 702.00 1933.00 1400.00 702.00 1082.00 1290.00 1550.00 782.50 1355.00	AE22140 AE22141 AE22142 AE22143 AE22144 AE22145 AE22146 AE22147 AE22148 AE22149 AE22150 AE22151 AE22152 AE22154 AE22155	BSK SAMPLES INV #AE22140 WATER SAMPLES FOR WTP INV #AE22141 BSK SAMPLES INV #AE22142 WATER SAMPLES FOR WTP INV #AE22143 BSK SAMPLES INV #AE22144 WATER SAMPLES WTP INV #AE22145 WATER SAMPLES WTP INV #AE22146 BSK SAMPLES INV #AE22147 WATER SAMPLES FOR WTP INV #AE22148 WATER SAMPLES FOR WTP INV #AE22149 WATER SAMPLES FOR WTP INV #AE22150 BSK SAMPLES INV #AE22151 WATER SAMPLES FOR WTP INV #AE22152 BSK SAMPLES INV #AE22154 BSK SAMPLES INV #AE22155
			Check Total.....:	15446.50		
047772	11/10/21	COL07	COLANTUONO, HIGHSMITH & W	53.89	49066	PROFESSIONAL SERVICES-AUGUST 2021 INV #49066
047773	11/10/21	DAP01	DODSON AUTO PARTS	64.76 36.15 34.54	49706 50100 50125	HAND TOOLS FOR WWTP INV #49706 BLUE DEF & GREASE INV #50100 LUG WRENCH INV #50125
			Check Total.....:	135.45		
047774	11/10/21	DOJ01	DEPARTMENT OF JUSTICE	103.00	C11109	LIVE SCAN INV #539164
047775	11/10/21	EPT01	ECN POLYGRAPH & INVESTIGA	200.00	OCPDOCT16	PRE-EMPLOYMENT POLYGRAPH-ANTONIO MARTINEZ AVALOS
047776	11/10/21	FGSFF	FRESNO COUNTY SHERIFF	12992.44	S018837	DISPATCHING SERVICES FOR PD INV #S018837
047777	11/10/21	FGS01	FRUIT GROWERS SUPPLY CO	14.43 529.10	92259079 92261441	CLEANER SIMPLE GREEN FOR ANIMAL SHELTER #92259079 SUPPLIES FOR WWTP INV #92261441

REPORT.: Dec 03 21 Friday  
 RUN...: Dec 03 21 Time: 09:19  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047777	11/10/21	FGS01	FRUIT GROWERS SUPPLY CO	9.32 330.47	92261443 92261477	TRASH REACHER TOOL FOR PWD INV #92261443 RECYCLE WATER SYSTEM SUCTION & DISCHARGE INSTALL
			Check Total.....:	883.32		
047778	11/10/21	FRON1	FRONTIER	215.95	10/07/21	COMMUNICATION FOR PD ACCT #213-031-7012-081913-5
047779	11/10/21	FUT01	FUTURE FORD OF CLOVIS	590.95	879999	CHIEFS UNIT-BALLAST ASSEMBLY INV #879999
047780	11/10/21	FWUA1	FRIANT WATER AUTHORITY	2251.41	114896	TOTAL SLDWMA EXCHANGE CONTRACTORS COSTS-OCT:2021
047781	11/10/21	HER01	RUDY HERNANDEZ	825.00	124	FINANCIAL-CONSULTING/INTERIM CITY MANAGER SERVICES
047782	11/10/21	HRS01	HOLLOWAY ENVIROMENTAL SOL	6600.00	1617	BIO SOLIDS SEPTEMBER LOADS INV #1617
047783	11/10/21	HWS01	HEALTHWISE SERVICES, LLC	125.04	000102571	KIOSK LEASE FEE INV #000102571
047784	11/10/21	PCO06	PERSONNEL CONCEPTS	27.97	09/16/21	CALIFORNIA FEDERAL LABOR LAW POSTER
047785	11/10/21	PEA02	PORA OF CALIFORNIA	372.00	0325140	PORAC DUES
047786	11/10/21	PUR01	PURCHASE POWER	38.88 217.51	09/13/21 104923562	POSTAGE FOR ALL DEPTS. ACCT #8000 9000 0619 3662 LEASING CHARGES INV #3104923562
			Check Total.....:	256.39		
047787	11/10/21	QUI05	QUILL CORPORATION	58.28 269.88 390.01 5.47	20213644 20229970 20631317 20636633	OFFICE SUPPLIES FOR ALL DEPTS. INV #20213644 OFFICE SUPPLIES FOR ALL DEPTS. INV #20229970 OFFICE SUPPLIES FOR ALL DEPARTMENTS OFFICE SUPPLIES FOR ALL DEPARTMENTS
			Check Total.....:	731.64		
047788	11/10/21	ROB11	ROBERT V. JENSEN INC	1785.17 4085.13	0514039IN 0514040IN	DIESEL FUEL FOR WWTP INV #0514039-IN ULS DIESEL WTP GENERATOR INV #0514040-IN
			Check Total.....:	5870.30		
047789	11/10/21	RR001	ROY RODRIGUEZ	165.18	11/10/21	MEDICAL REIMBURSEMENT
047790	11/10/21	RSG01	ROSENOW SPEVACEK GROUP	1382.50	I007527	FISACL YEAR 2021/2022 ADMIN SERVICES INV #I007527
047791	11/10/21	RW001	RED WING SHOE COMEANY	275.00 275.00 189.05	837153044 837153200 837153693	SAFTY BOOTS FOR J.RIVERA INV #837-1-53044 SAFTY BOOTS FOR R.SAHUGAN INV #837-1-53200 SAFTY BOOTS FOR A.ANGULO INV #837-1-53693
			Check Total.....:	739.05		
047792	11/10/21	SBS01	GOODSUITE	11.00 11.00 11.00	INV133431 INV135250 INV135585	MAGENTA TONER CARTRIDGE FOR CITY HALL #INV133431 BLACK TONER SHIPPING FOR CITY HALL INV #INV135250 CYAN TONER SHIPPING FOR CITY HALL INV #INV135585
			Check Total.....:	33.00		
047793	11/10/21	SWRCB	SWRCB	185.00	EW1031682	WATER SYSTEM ENFOREMENT FEES INV #EW-1031682
047794	11/10/21	TGC02	THE GAS COMPANY	252.22	10/04/21	UTILITY GAS FOR ALL DEPTS. MONTH SEPT. 2021
047795	11/10/21	TLN01	THE LINCOLN NATIONAL LIFE	693.11	NOV. 2021	EMPLOYEES LIFE INSURANCE COVRG. 11/01/21-11/30/21
047796	11/10/21	TMO01	TUTTLE & MCCLOSKEY	5759.75	2829	PROFESSIONAL SERVICES
047797	11/10/21	TRE01	MID-VALLEY PUBLISHING INC	180.00 210.00 .50	0324083IN 0324170IN OCT6973FC	AD/PUBLICATIONS: MARTINEZ TENTATIVE MAP AD/PUBLICATIONS MARTINEZ TENTATIVE MAP FINANCE CHARGE
			Check Total.....:	390.50		
047798	11/10/21	UWB01	UNWIRED BROADBAND	249.99	01184508	COMMUNICATION FOR ALL DEPTS. INV #INV01184508
047799	11/10/21	VOR01	VORTAL, INC	225.00	1597	MONTHLY MAINTENANCE & PROFESSIONAL SERVICES #1597
047800	11/15/21	RR001	ROY RODRIGUEZ	53.07	11/15/21	LUNCHEON FOR CONFERENCE - KINGSBURG CA
047801	11/23/21	AMERI	AMERITAS LIFE INSURANCE C	3664.44 608.96	DEC 2021 DEC. 2021	EMPLOYEE DENTAL INSURANCE COVRG. 12/01/21-12/31/21 EMPLOYEE VISION INSURANCE COVRG. 12/01/21-12/31/21
			Check Total.....:	4273.40		
047802	11/23/21	ASI00	ASI ADMINISTRATIVE SOLUTI	2248.52	11/10/21	MONTHLY CHECK REGISTER 11/07/21-11/13/21 FEES

REPORT.: Dec 03 21 - Friday  
 RUN....: Dec 03 21 Time: 09:19  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047802	11/23/21	ASI00	ASI ADMINISTRATIVE SOLUTI	51.35 806.00	11/22/21 A1019127	MONTHLY CHECK REGISTER 11/18/21-11/20/21 FEES MONTHLY MEDICAL ADMIN. FEES-OCTOBER 2021
			Check Total.....:	3105.87		
047803	11/23/21	ATT05	AT & T	324.74 2365.04	10/22/21 017236389	COMMUNICATION & UVERS AT&T LD ACCT #9391066128
			Check Total.....:	2689.78		
047804	11/23/21	AV002	ANDREW W. VALENCIA	67.83	10/29/21	LUNCH FOR CHRISTMAS TREE SELECTION REIMBURSEMENT
047805	11/23/21	BES05	BEST UNIFORMS	693.32 108.28 452.78	42845 42867 11/11/21	UNIFORM ALLOWANCE-CHIEF RIVERA INV #42845 OFFICER UNIFORM ALLOWANCE-CHIEF RIVERA INV #42867 UNIFORM ALLOWANCE E. HERNANDEZ #42767 *REISSUED
			Check Total.....:	1254.38		
047806	11/23/21	BK&S1	BARTKIEWICZ, KRONICK & SH	943.60	8926.0001	LEGAL SERVICES FILE NO. 8926.0001
047807	11/23/21	CAR02	CARTOZIAN AIR CONDITIONIN	112.96 750.00	17595 07/28/21	REPAIR ON AC UNIT AT JULIA DAYCARE CENTER #17595 REPL MOTOR & RUN CAP-SENIOR CENTER #17582 *REISSUD
			Check Total.....:	862.96		
047808	11/23/21	CLS01	CORRELOGIC SOLUTIONS, LLC.	300.00	30572859	OCTOBER BILLING PERIOD INV #30572859
047809	11/23/21	COL03	COLLINS & SCHOETTLER	2501.25	1239	PLANNING CONSULTANTS INV #1239
047810	11/23/21	COL10	COLONIAL LIFE	607.04 607.04 607.04	0813592 0910641 1008586	EMPLOYEE BENEFIT PROGRAM INV #41809490813592 EMPLOYEE BENEFIT PROGRAM INV #41809490910641 EMPLOYEE BENEFIT PROGRAM INV #41809491008586
			Check Total.....:	1821.12		
047811	11/23/21	CWS01	CORBIN WILLITS SYSTEM	957.24	00C109151	ENHANCEMENT & PROFESSIONAL SERVICES #00C109151
047812	11/23/21	DLL01	DE LAGE LANDEN PUBLIC FIN	4272.45	74195305	COPIER LEASE FOR MONTH-NOVEMBER 2021 INV #74195305
047813	11/23/21	FOO02	FOOTHILL AUTO TRUCK & AG	28.06	604695	TRASH BAGS FOR PD INV #904695
047814	11/23/21	FUT01	FUTURE FORD OF CLOVIS	590.95	11/11/21	CHIEF UNIT ACCT #305727
047815	11/23/21	GCG01	GOODWIN CONSULTING GROUP,	2600.00	11496	ANNUAL PARCEL TAX LEVY & ADMIN. SERVS. FY 2021-22
047816	11/23/21	OCL02	ORANGE COVE LIQUOR	4974.64	OCT 2021	GAS FOR PD-OCTOBER 2021
047817	11/23/21	PAT07	ENCARNACION PATLAN	39.76	11/18/21	MILEAGE REIMBURSEMENT
047818	11/23/21	PD001	PENA'S DISPOSAL	47658.96	OCT. 2021	DISPOSAL SERVICES-MONTH OCT. 2021
047819	11/23/21	PER23	EDDIE PEREZ	64.94	11/08/21	REIMBURSEMENT FOR PANTS PER MOU
047820	11/23/21	PRO21	PROFESSIONAL PRINT & MAIL	2197.62 4691.28 1288.30	109915 110047 110192	PRINT & POSTAGE-LETTER MEASURE U INV #109915 #10 WINDOW W/#1920 INDICIA INV #110047 PRINTING-OCT. 2021 MONTHLY UTILITY BILLS #110192
			Check Total.....:	8177.20		
047821	11/23/21	QUI05	QUILL CORPORATION	365.45 98.55 217.02	20227712 20797599 20802738	OFFICE SUPPLIES FOR ALL DEPTS. INV #20227712 OFFICE SUPPLY FOR ALL DEPTS. INV #20797599 OFFICE SUPPLIES FOR ALL DEPTS. INV #20802738
			Check Total.....:	681.02		
047822	11/23/21	RSG01	ROSENOW SPEVACEK GROUP	2157.50 700.00	I007896 I007917	FY 21/22 SA ADMIN SERVICES INV #I007896 APPLICATION REVIEW-SANDRA GUERRA INV #I007917
			Check Total.....:	2857.50		
047823	11/23/21	SBS01	GOODSUITE	11.00 11.00	INV136344 INV137259	SHIPPING-MAGENTA TONER FOR CITY HALL #INV136344 SHIPPING-YELLOW TONER FOR CITY HALL #INV137259
			Check Total.....:	22.00		
047824	11/23/21	TEN01	THE LINCOLN NATIONAL LIFE	748.41	DEC. 2021	EMPLOYEES LIFE INSURANCE COVRG. 12/01/21-12/31/21
047825	11/23/21	UNITY	UNITY IT	4292.97	363180	COMMUNICATION SERVICES INV #363180

REPORT.: Dec 03 21 Friday  
RUN....: Dec 03 21 Time: 09:19  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report  
Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047825	11/23/21	UNITY	UNITY IT	4275.70	363273	COMMUNICATION SERVICES INV #363273
Check Total.....:				8568.67		
047826	11/23/21	USB01	U.S. BANK CORPORATE PAYME	5008.94	11/17/21	CREDIT CARD ENDING 0483-MAIN ACCT.
047827	11/24/21	AUT10	AUTOMATED ACCESS	381.10	58274	REPLACED CHAIN FOR PD EXIT GATE/MAINTENANCE
047828	11/24/21	COL02	COLLEGE OF THE SEQUOIAS	290.00	11/04/21	FIELD TRAINING OFFICER-J.GALEANA & R.DELEON
047829	11/24/21	EXC01	EXCEL SIGN	181.40	22512	BADGE DECALS INV #22512
				994.70	22789	GRAPHICS FOR NEW UNITS INV #22789
Check Total.....:				1176.10		
047830	11/24/21	FOL00	FOLSOM LAKE FORD	41130.52	FL1037	2021 FORD EXPLORER UNIT 21-09
				41130.52	FL1070	2021 FORD EXPLORER UNIT 21-10
Check Total.....:				82261.04		
047831	11/24/21	FOO02	FOOTHILL AUTO TRUCK & AG	24.02	904277	BLACK IMPALA-HEADLIGHT BULB FOR PD
047832	11/24/21	RR001	ROY RODRIGUEZ	211.01	11/24/21	MEDICAL REIMBURSEMENT
047833	11/24/21	VPL01	VICTOR P LOPEZ	539.26	11/24/21	MEDICAL REIMBURSEMENT CO-PAY-JAN. 2022
				500.00	JAN 2022	AUTO ALLOWANCE-MONTH JAN. 2022 APPROVED BY COUNCIL
Check Total.....:				1039.26		
047834	11/30/21	VPL01	VICTOR P LOPEZ	37.61	11/30/21	MEDICAL REIMBURSEMENT
700427	11/01/21	IUX00	IUXE LOCAL 39	-750.66	C11031u	Ck# 700427 Reversed
Cash Account Total.....:				462099.06		
Total Disbursements.....:				462099.06		

REPORT.: Dec 03 21 Friday  
 RUN....: Dec 03 21 Time: 09:19  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 11-21 thru 11-21 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700437	11/03/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11103	Garnishment
700438	11/03/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	2014.90 970.98	C11103 1C11103	State Income Tax SDI
			Check Total.....:	2985.88		
700439	11/03/21	EDD02	EDD SUI	90.75	C11103	SUI
700440	11/03/21	PER00	CALIF.PUBLIC EMPLOYEES RE	14200.03	C11103	PERS PAYROLL REMITTANCE
700441	11/03/21	SEC00	UNION BANK	7906.46 10432.76 2439.96	C11103 1C11103 2C11103	Federal Income Tax FICA Medicare
			Check Total.....:	20779.18		
700442	11/03/21	STA20	STATE DISBURSEMENT UNIT	1098.45 50.00	C11103 1C11103	Garnishment Misc Deduction
			Check Total.....:	1148.45		
700448	11/17/21	CSD02	CALIFORNIA STATE DISBURSE	125.40	C11116	Garnishment
700449	11/17/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	2013.28 957.79	C11116 1C11116	State Income Tax SDI
			Check Total.....:	2971.07		
700450	11/17/21	PER00	CALIF.PUBLIC EMPLOYEES RE	15149.68	C11116	PERS PAYROLL REMITTANCE
700451	11/17/21	SEC00	UNION BANK	7870.63 10244.40 2395.84	C11116 1C11116 2C11116	Federal Income Tax FICA Medicare
			Check Total.....:	20510.87		
700452	11/17/21	STA20	STATE DISBURSEMENT UNIT	1098.45 50.00	C11116 1C11116	Garnishment Misc Deduction
			Check Total.....:	1148.45		
700453	11/29/21	EDD01	EMPLOYMENT DEVELOP. DEPT.	221.59 100.00 212.10 152.91 105.60 55.38 -100.00 -105.60	C11118 C11123 C11129 1C11118 1C11123 1C11129 2C11123 3C11123	State Income Tax State Income Tax State Income Tax SDI SDI SDI State Income Tax SDI
			Check Total.....:	641.98		
700454	11/29/21	EDD02	EDD SUI	395.00	C11118	SUI
700455	11/29/21	PER00	CALIF.PUBLIC EMPLOYEES RE	.00	C11129	PERS PAYROLL REMITTANCE
700456	11/29/21	SEC00	UNION BANK	927.92 580.24 1961.84 750.66 1580.06 1091.20 572.28 369.54 255.20 133.84 -580.24 -1091.20 -255.20	C11118 C11123 C11129 C11130 1C11118 1C11123 1C11129 2C11118 2C11123 2C11129 3C11123 4C11123 5C11123	Federal Income Tax Federal Income Tax Federal Income Tax Union Due Local 39 FICA FICA FICA Medicare Medicare Medicare Federal Income Tax FICA Medicare
			Check Total.....:	6296.14		
			Cash Account Total.....:	86558.28		
			Total Disbursements.....:	86558.28		



## **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 27, 2021 - 6:30 P.M.**

**Orange Cove Council Chambers**

**633 6<sup>th</sup> Street, Orange Cove, California 93646**

### **LIVE MEETING**

**TELECONFERENCE**

**(CALL 720-740-9780 ACCESS CODE 1060550#)**

#### **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  
City Attorney Dan McCloskey  
Chief of Police, Marty Rivera  
City Clerk June V. Bracamontes

**Invocation:**

Mayor Pro Tem Silva

**Flag Salute:**

Mayor Lopez



## **B. Confirmation of Agenda**

Interim City Manager Rudy Hernandez requested to remove item #8 and item #H14 from the Agenda.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Rodriguez, Council approved to remove items #H22 and #J24 from the agenda.

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

## **C. Presentation**

1. Update Report by Charlie Lockhart representative from the Mosquito Abatement

Item tabled to the next Council Meeting

## **D. Consent Calendar**

2. City Council Minutes August 11, 2021; August 25, 2021; September 8, 2021
3. Facility Use Application for Eaton Park requested by Sam Johnson Anchor of Hope on January 22, 2022 Church Event
4. Ratification by Council approving the request by Kings Canyon Unified School District to use Council Chambers for Monthly SARB Meetings: 10/20/21; 11/17/21; 12/08/21; 01/19/22; 02/16/22; 03/16/22; 04/20/22; 05/18/22
5. Kings Canyon Unified School District MOU for K-9 Drug Detection Services

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

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

## **E. Administration**

**City Engineer**

6. **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Alfonso Manrique.

**Recommendation:** Informational item Only

1. FHWA Projects
  - a. Adams Avenue Reconstruction Between Center Avenue to 4th Street.
2. American Rescue Plan
  - a. Water Treatment Plant Booster Pump Station
  - b. Wastewater Treatment Plant RAS Pump Station
  - c. City Hall Front Office and Flooring Remodel
3. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave
4. Proposition 68 Grant Applications
5. 2021 Small Community Drought Relief Program
6. Macias and Howard Annexation Applications
7. FY 2021-22 Congestion Mitigation & Air Quality Improvement Program
8. FY 2021-22 Surface Transportation Block Grant
9. Construction of Four Groundwater Monitoring Wells Project

7. **SUBJECT:** Notice of Completion for the Adams Ave Reconstruction Project Between Center and 4<sup>th</sup> Street

**Recommendation:** Staff recommends Council to adopt the attached Resolution No. 2021-46 and authorize the City Manager to file and record a Notice of Completion with County of Fresno for the Adams Ave Reconstruction Project Between Center and 4th Street.

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Rodriguez, Council approved Resolution No. 2021-46 and authorize the City Manager to file and record a Notice of Completion with County of Fresno for the Adams Ave Reconstruction Project Between Center and 4th Street.**

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

8. **SUBJECT:** Submittal of a Functional Classification Change for Local Streets and Roads to State of California, Department of Transportation

**Recommendation:** Staff recommends that City Council adopt the Resolution No. 2021-47 approving the submittal of a functional classification change for local streets and roads to Caltrans.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Rodriguez, Council approved Resolution No. 2021-47 approving the submittal of a functional classification change for local streets and roads to Caltrans.

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

9. **SUBJECT:** Orange Cove City Hall Flooring and Front Office Remodel Project

**Recommendation:** Staff recommends that City Council authorize the City Manager to solicit bids for the construction of the Orange Cove City Hall Flooring and Front Office Remodel Project (Project) and authorize the City Manager to use American Rescue Plan Funds for the design and construction costs of the Project.

Upon the motion by Mayor Pro Tem Silva and seconded by Mayor Lopez, Council approved to authorize the City Manager to solicit bids for the construction of the Orange Cove City Hall Flooring and Front Office Remodel Project (Project) and authorize the City Manager to use American Rescue Plan Funds for the design and construction costs of the Project.

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

**Chief of Police:**

10. **SUBJECT:** Monthly Activity Report by Police Chief Marty Rivera

**RECOMMENDATION:** Informational Item Only

Chief of Police, Marty Rivera presented to Council the following:

1. September 2021 Monthly Statistics
2. Orange Cove Animal Control Statistical Activity Report for September
3. Police Department Monthly Report Staff and Events

11. **SUBJECT:** Tasers Body Cam

**Recommendation:** Council to approve OCPPD to pay the total cost for the requested equipment and making the payments each of the next five years. Over a 5-year period amounts to \$147,001.23. This amount would be paid at a rate of \$29,400.25 each year for 5 years. No Cost to the City.

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved OCPPD to pay the total cost for the requested equipment and making the payments each of the next five years. Over a 5-year period amounts to \$147,001.23. This amount would be paid at a rate of \$29,400.25 each year for 5 years. No Cost to the City.

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

**City Council & Successor Agency: (Mayor moved this item to discuss)**

**21. SUBJECT: Citrus Gardens**

**Recommendation:** Council to consider approving Resolution No. 2021-45 and Resolution No. SA 2021- 04 Joint Resolution of the City Council of the City of Orange Cove and the Successor Agency to the Redevelopment Agency of the City of Orange Cove Ratifying and Authorizing the Execution of a Restatement of Note and Deed of Trust with Citrus Gardens, L.P., The Successor in interest to the Original Developer Avalon Communities, LLC

Upon the motion by Councilman Rodriguez and seconded by Mayor Lopez, Council and the Successor Agency approved Resolution No. 2021-45 and Resolution No. SA 2021- 04 Joint Resolution of the City Council of the City of Orange Cove and the Successor Agency to the Redevelopment Agency of the City of Orange Cove Ratifying and Authorizing the Execution of a Restatement of Note and Deed of Trust with Citrus Gardens, L.P., The Successor in interest to the Original Developer Avalon Communities, LLC

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

**Public Works Department**

**12. SUBJECT: Monthly update report on Public Works Department by Interim Public Works Superintendent Andy Valencia**

**Recommendation:** Informational Item Only

Andy Valencia Interim Public Works Superintendent presented the following:

Water Plant  
Waste Water Plant  
Public Works Department  
Street Sweeper

**13. SUBJECT:** Christmas Tree from Reedley College

**Recommendation:** Council to approve the donation of \$275.00 to Reedley College for the Christmas Tree. Tree Selection date October 29 and Harvest Day November, 12, 2021.

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the donation of \$275.00 to Reedley College for the Christmas Tree. Tree Selection date October 29 and Harvest Day November, 12, 2021.**

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

**14. SUBJECT:** West Nile Virus Outreach

**Recommendation:** Informational Item Only

Item tabled.

Mr. Valencia added the November 6, 2021 Band Review from 9am-12pm

Fall Clean Up on November 13<sup>th</sup> from 7am to Noon.

**15. SUBJECT:** Sewer Jetting Unit at the Orange Cove Wastewater Department

**Recommendation:** Staff recommends to Council to consider approving the purchase of a Jetting Unit for the City's Wastewater Department from the WECO Industries from Vacaville, CA for the purchase price of \$68,694.16 based on the lowest bid.

**Upon the motion Mayor Pro Tem Silva and seconded by Mayor Lopez, Council approved the purchase of a Jetting Unit for the City's Wastewater Department from the WECO Industries from Vacaville, CA for the purchase price of \$68,694.16 based on the lowest bid as presented.**

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

## **Planning Department**

16. **SUBJECT:** Monthly update report on City Planning Items Presented by Planner Shun Patlan

**Recommendation:** Informational Item Only

Mr. Shun Patlan presented to Council the following items:

- Booth Ranch
- Martinez Track Map
- Pyro Development
- Orange Blossom Heights
- Macias Project
- D.L. Horton Howard Annexation (will take back information to the owner to see if they will continue in Orange Cove)

17. **SUBJECT: PUBLIC HEARING:** Martinez Tentative Tract Map No. 6365

**Recommendation:** Council to consider approving the following Resolutions:

a) Resolution No. 2021-48 Approving a Mitigated Negative Declaration and a Mitigated Monitoring and Reporting Program for the Martinez Tentative Subdivision Tract Map No. 6365 (Yanez Construction) subject to the following amendment(s) and Condition(s)

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved Resolution No. 2021-48 as presented.**

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

b) Resolution No. 2021-49 Approving an application for a Tentative Subdivision Tract Map No. 6365 located on the North Side of Martinez Street, West of Anchor Avenue (APN: 378-030-41), subject to the "Conditions of Approval"

**Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2021-49 as presented**

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

**Events Committee:**

**18. SUBJECT:** Upcoming Holiday Events for 2021 and Carnival

**Recommendation:** Council to consider approving the Holiday Events for 2021 and Carnival

Events Committee Member David Lopez presented the upcoming Holiday Events:

- Halloween has been postponed
- Drive thru Thanks Giving Event working with the school
- Christmas Tree Lighting and Annual Toy Give Away
- Carnival

**Upon the motion by Mayor Lopez and seconded by Councilman Rodriguez to have the events as presented; Silva, Cervantes, E. Rodriguez are not in favor for the upcoming holiday events and Carnival due to the COVID and safety of the Community.**

**Due to the majority vote the Holiday Events for 2021 and Carnival has been cancelled due to COVID and the safety of the Community.**

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

**Interim City Manager:**

**19. SUBJECT:** ICSC Recon Conference in Las Vegas December 5-7, 2021

**Recommendation:** Informational Item Only

Interim City Manager, Rudy Hernandez, presented to Council the ICSC Recon Conference taking place in Las Vegas December 5-7, 2021. Conference is based on retail and networking. ICSC is recommending proof of vaccine.

Conference is open to Staff and Council.

**20. SUBJECT:** Financial Update

**Recommendation:** Informational Item Only

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

Moratorium on Water Shut-Offs has been extended from September 30, 2021 to December 31, 2021

Fire Service Agreements between the City of Orange Cove and the Sequoia Kings Canyon National Parks for the use of the Victor P. Lopez Community Center and the Diane Feinstein Park for the KNP Complex Fire.

## **F. Public Forum**

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

None.

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

None.

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

- 22. SUBJECT:** Personnel Rules Employment of Relatives and Romantic Partners

**Recommendation:** Informational Item Only

Item tabled.

## **I. City Council Communications**

None.

## **J. Closed Session:**

- 23.** Performance Evaluation pursuant to Government Code Section 54957  
Title: City Attorney
- 24.** Performance Evaluation pursuant to Government Code Section 54957  
Title: Interim City Manager (item removed from the agenda)
- 25.** City Designated Representative: Rudy Hernandez, Interim City Manager  
Employee Organization: International Union of Operating Engineers, Stationary Engineers, Local 39



**K. Reconvene City Council Meeting:**

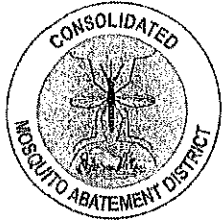
Mayor Lopez reconvened City Council Meeting at 9:40 p.m. and announced that No Action Taken.

**L. Adjournment**

Mayor Lopez adjourned the City Council Meeting at 9:40 p.m.

**Presented to Council:**\_\_\_\_\_

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



# Consolidated Mosquito Abatement District

13151 E. INDUSTRIAL DR.  
MAIL: P.O. BOX 784  
PARLIER, CALIFORNIA 93648  
(559) 896-1085  
FAX (559) 896-6425  
[www.mosquitobuzz.net](http://www.mosquitobuzz.net)

November 10, 2021

Rudy Hernandez, Interim City Manager  
City of Orange Cove  
633 Sixth St.  
Orange Cove, CA 93646

Dear Mr. Hernandez:

The current, appointed term of Mr. Charles Lockhart as the trustee from the City of Orange Cove on the Consolidated Mosquito Abatement District Board of Trustees will expire December 31, 2021. The City Council is responsible for appointing a trustee to represent the City of Orange Cove as a member on the District's Board.

The California Health and Safety Code §§ 2022 and 2024 describe the qualifications and terms of office for board members: Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district. It is the intent of the Legislature that persons appointed to boards of trustees have experience, training and education in fields that will assist in the governance of the district. The trustees shall represent the interests of the public as a whole and not solely the interest of the board of supervisors or the city council that appointed them. The term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

Mr. Lockhart has expressed his willingness to continue to represent the City of Orange Cove and to serve another term as a trustee.

Regular meetings of the Board of Trustees of the Consolidated Mosquito Abatement District are held on the third Monday of each month at 1:00 pm.

The District's Board of Trustees respectfully requests a certified copy of the City Council's action on this matter the length of term, two or four years of appointment.

Sincerely,

Steve Mulligan  
District Manager


cc: Charles Lockhart

Community health, comfort and prosperity are promoted by effective, continuous mosquito abatement measures.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer 

**Subject:** Authorize the City Manager to file and record with the County of Fresno a Notice of Completion for the Police Station Parking Lot Reconstruction Project

**Attachments:** Resolution 2021- 51

### **RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution and authorize the City Manager to file and record a Notice of Completion with County of Fresno for the Police Station Parking Lot Reconstruction Project.

### **BACKGROUND:**

At the City Council meeting on February 10, 2021, City Council approved the FY 2020-21 Budget, which allocated \$102,170 in Transportation Development Act (TDA) funds for the construction of the Police Station Parking Lot Reconstruction Project (Project). On May 26, 2021, the City awarded the project Terra West Construction, Inc. and construction of the project began on July 6, 2021.

Following substantial completion of the project, staff conducted a site walkthrough and provided the contractor with a punch list of items that need to be addressed prior to close out of the Project on September 28, 2021. On October 18, 2021, contractor informed staff that all items on the punch list had been addressed. Staff has conducted a final site walkthrough of the project site and has determined that the Project has been completed according to the plans and technical specifications. Based on the findings of the walkthrough, the Project can be accepted and deemed complete.

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  
☐ Action Item  
☐ Department Report  
☐ Redevelopment Agency

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

**FISCAL IMPACT:**

There is no Fiscal Impact associated with filing the Notice of Completion. The project was completed using development impact fees from the water fund.

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2021- 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE POLICE STATION  
PARKING LOT RECONSTRUCTION PROJECT AND AUTHORIZING THE CITY  
MANAGER TO FILE A NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO'S  
RECORDER'S OFFICE

WHEREAS, the Police Station Parking Lot Reconstruction (Project) has been completed per the plans and specifications; and

WHEREAS, there are no outstanding matters with the contractor; and

WHEREAS, it is necessary and desirable that the Notice of Completion be filed with the Fresno County's Recorder Office.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council using their independent judgment, hereby accepts the subject project; and
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable policies; and
4. The City Council approves the Notice of Completion for the construction improvements for the Police Station Parking Lot Reconstruction Project and hereby authorizes the City Manager to transmit the Notice of Completion to the Fresno County Recorder's Office; and
5. This Resolution shall take effect from and after the date of its adoption.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on December 8, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

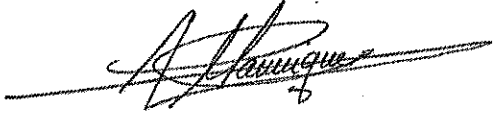
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June Bracamontes, City Clerk



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer 

**Subject:** Authorize the City Manager to file and record with the County of Fresno a Notice of Completion for the Library Rapid Flashing Beacon Project

**Attachments:** Resolution 2021- 53

### **RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Resolution and authorize the City Manager to file and record a Notice of Completion with County of Fresno for the Library Rapid Flashing Beacon Project.

### **BACKGROUND:**

At the City Council meeting on April 14, 2021, City Council authorized the City Manager to solicit bids for the construction of a rapid flashing beacon in front of the Orange Cove Library and authorized the City Manager to use Measure C funds to pay for the design and construction of the Project. On September 8, 2021, the City awarded the project to Pelagic Engineering and construction of the project took place on November 22, 2021.

Staff has conducted a final site walkthrough of the project site and has determined that the Project has been completed according to the plans and technical specifications. Based on the findings of the walkthrough, the Project can be accepted and deemed complete.

### **FISCAL IMPACT:**

There is no Fiscal Impact associated with filing the Notice of Completion. The project was completed using Measure C funds.

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

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

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

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

### **TYPE OF ITEM:**

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

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item	<input type="checkbox"/> Matter Initiated by a Council Member
<input type="checkbox"/> Action Item	<input type="checkbox"/> Other
<input type="checkbox"/> Department Report	<input type="checkbox"/> Continued to: _____
<input type="checkbox"/> Redevelopment Agency	

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2021-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
ACCEPTING THE CONSTRUCTION IMPROVEMENTS FOR THE LIBRARY RAPID  
FLASHING BEACON PROJECT AND AUTHORIZING THE CITY MANAGER TO FILE A  
NOTICE OF COMPLETION WITH THE COUNTY OF FRESNO'S RECORDER'S OFFICE

WHEREAS, the Library Rapid Flashing Beacon Project (Project) has been completed per the plans and specifications; and

WHEREAS, there are no outstanding matters with the contractor; and

WHEREAS, it is necessary and desirable that the Notice of Completion be filed with the Fresno County's Recorder Office.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The City Council using their independent judgment, hereby accepts the subject project; and
3. The City Council hereby accepts the subject project for maintenance in accordance with the provisions of the contract and applicable policies; and
4. The City Council approves the Notice of Completion for the construction improvements for the Library Rapid Flashing Beacon Project and hereby authorizes the City Manager to transmit the Notice of Completion to the Fresno County Recorder's Office; and
5. This Resolution shall take effect from and after the date of its adoption.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on December 8, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk



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## ENGINEER'S REPORT

---

**TO:** CITY COUNCIL  
**FROM:** ALFONSO MANRIQUE, PE  
AM CONSULTING ENGINEERS, INC.  
**SUBJECT:** PROJECT PROGRESS UPDATE  
**DATE:** DECEMBER 8, 2021

---

This Engineer's Report provides an update on the progress made on the various projects since October 27, 2021, that we are currently working on:

1. FHWA Projects

a. Adams Avenue Reconstruction Between Center Avenue to 4th Street

To date, the City has withheld a total of \$69,164.47 from AJ Excavation from the original contract for this Project. The City paid a total of \$24,900.00 to the Tosted Asphalt to fix the 460 feet of roadway that did not meet pavement smoothness requirements. Out of the 460 feet of roadway that did not meet pavement smoothness requirements, the City determined that AJ Excavation was responsible for a total of 232 feet due to inadequate pavement smoothness, and the City was responsible for the remaining 228 feet due to the exploratory pits that were created to perform geological testing. Therefore, the City has determined that AJ Excavation is responsible for a total of \$12,558 for their failure to fix this area of pavement.

On November 17<sup>th</sup>, Staff sent AJ Excavation a letter and settlement agreement to AJ Excavation for their approval. Per the settlement agreement, the City will pay AJ Excavation the remaining \$56,606.21. Staff is requesting that City Council approve the settlement agreement and authorize the City Manager to sign the agreement on behalf of the City at tonight's meeting.

2. American Rescue Plan

a. City Hall Front Office and Flooring Remodel

After contacting various contractors regarding the flooring and reconstruction of the front office, Staff decided that it would be best to reach out to a general contractor to provide a quote for the entire project. The contractor will be responsible for the construction and installation of a new front counter unit and new flooring throughout the building. Staff has requested to receive the quotes by December 10<sup>th</sup>.

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

On November 19<sup>th</sup>, the EDA informed Staff that due to the changes in the project scope from the preliminary engineering report to the final design, the environmental narrative description will need to be updated and sent out for consultation with the Indian tribes. The EDA's environmental officer says that this consultation will take 30 calendar days and if comments are received from the Indian tribes, additional time will be needed to respond to comments. Staff submitted the revised environmental narrative to the EDA on November 23<sup>rd</sup>.

Additionally, the EDA project manager has stated that legal department has requested an amendment to the grant award to reflect the changes in scope following the revised environmental determination. EDA has stated that this will take a few months to complete.

4. Proposition 68 Grant Applications

On November 2<sup>nd</sup>, the Department of Parks and Recreation's Office of Grants and Local Services sent an email stating that they received \$2.42 billion in requests for the \$548.3 million that is available in grant funding. The email also stated that the Department will be making the award announcements this Fall.

5. 2021 Small Community Drought Relief Program

At the time this report was prepared, staff scheduled a meeting with Alta Irrigation for December 3<sup>rd</sup>. Outcome of the meeting will be discussed further at tonight's meeting. Staff is also currently working with a relator to find properties that are within five miles of the City for the construction of the well. The relator expects to have a few options for the City to review by the end of the week.

6. Police Station Parking Lot Improvements Project

This project has been deemed complete. Staff has recommended that City Council approve the Notice of Completion at tonight's meeting.


7. Library Rapid Flashing Beacon Project

Construction of this project took place on November 22<sup>nd</sup>. Staff conducted a final inspection of the project site on November 30<sup>th</sup> and determine that the final product meets the plans and specifications. Staff has recommended that City Council approve the Notice of Completion at tonight's meeting.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council

**From:** Alfonso Manrique, City Engineer 

**Subject:** Authorize City Manager to Sign Settlement Agreement with AJ Excavation Inc.

**Attachments:** Resolution No. 2021- 54  
Letter Dated November 17, 2021  
Settlement Agreement and Email from AJ Excavation Inc.

### **RECOMMENDATION:**

Staff recommends that City Council authorize the City Manager to sign the attached Settlement Agreement with AJ Excavation on behalf of the City and pay AJ Excavation Inc. the remaining \$56,606.21 for work completed on the Adams Ave Reconstruction Project between Center and 4<sup>th</sup> Street.

### **BACKGROUND:**

The City was awarded \$354,129 in Regional Surface Transportation Program (RSTP) funds for the reconstruction of Adams Avenue between Center Street to 4th Street. On February 12, 2020, the City awarded the project to AJ Excavation, Inc. and construction of the project began in May 2020. After a final inspection to determine substantial completion of the Project, the Contractor was provided a punch list of items to remedy before the Project was deemed complete and Notice of Completion could be filed. During this time, the Contractor failed to properly address all items on the punch list and correct the road deficiencies that were reported by staff on numerous occasions through emails, phone calls, and site visits.

Since AJ Excavation failed to address the road deficiencies and stopped communicating with staff

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: \_\_\_\_\_

regarding this Project for several months, the City proceeded with hiring a new contractor, Tosted Asphalt, to address the most critical section of the defective roadway. Tosted Asphalt resolved the road deficiencies by grinding the top 1 ½" of existing asphalt on the westbound lane of Adams Avenue starting at the transition line on the east boundary of the project and extending 460 feet west and then installing 1 ½" of new asphalt. Tosted Asphalt completed the repairs on August 31<sup>st</sup> and on October 27<sup>th</sup>, the City Council authorized the City Manager to file and record a Notice of Completion with County of Fresno for the Project.

To date, the City has withheld a total of \$69,164.47 from AJ Excavation from the original contract. The City paid a total of \$24,900.00 to the Tosted Asphalt to fix the 460 feet of roadway that did not meet pavement smoothness requirements. Out of the 460 feet of roadway that did not meet pavement smoothness requirements, Staff determined that AJ Excavation is responsible for a total of 232 feet due to inadequate pavement smoothness, and the City is responsible for the remaining 228 feet due to the exploratory pits that were created to perform geological testing. Therefore, Staff has determined that AJ Excavation is responsible for \$12,558 out of the \$24,900 that was paid to Tosted Asphalt.

On November 17, 2021, staff sent a letter to AJ Excavation stating the City's intention to close out this project and pay AJ Excavation the remaining contract amount of \$56,606.21. Per the City Attorney's recommendation, a Mutual Release and Settlement Agreement was enclosed with the letter. The Agreement releases and discharges both parties from any and all claims, demands, causes of action, obligations, costs, expenses, damages, losses and liabilities. AJ Excavation has agreed to the terms of the Agreement and signed the Agreement on November 17<sup>th</sup>.

**FISCAL IMPACT:**

The project is funded by Regional Surface Transportation Program (RSTP) funds, which covers 88.52% of construction costs. The City's required match of 11.48% of construction costs is obtained from the Measure C fund.

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2021-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
APPROVING A MUTUAL RELEASE AND SETTLEMENT AGREEMENT BETWEEN THE  
CITY OF ORANGE COVE AND AJ EXCAVATION INC. AND AUTHORIZING THE CITY  
MANAGER TO SIGN THE MUTUAL RELEASE AND SETTLEMENT AGREEMENT ON  
BEHALF OF THE CITY

WHEREAS, the City of Orange Cove entered into an Agreement with AJ Excavation Inc. (Contractor) on March 19, 2020, where Contractor agreed to perform street construction and repair work on the Adams Ave Reconstruction Project between Center and 4<sup>th</sup> Street (Project); and

WHEREAS, the City agreed to pay Contractor for the construction and repair work; and

WHEREAS, a dispute has between City and Contractor regarding the quality of services performed by Contractor on the Project; and

WHEREAS, both the City and Contractor have agreed that it would be desirable to compromise and settle the dispute; and

WHEREAS, on November 17, 2021, the Contractor accepted a Mutual Release and Settlement Agreement (Agreement) with the City; and

WHEREAS, the Agreement shall become effective following City Council's approval.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The Mutual Release and Settlement Agreement attached hereto as Exhibit A and incorporated herein by reference, providing for the mutual release from liability and waiver of claims is hereby approved.
3. The Interim City Manager is authorized to sign this Agreement on behalf of the City of Orange Cove.
4. Within five (5) working days following approval and authorization for execution of this Agreement by the City Council and written execution of this Agreement by Contractor, the City shall pay the Contractor the total sum of Fifty-six thousand, Six Hundred Six Dollars and Twenty-One Cents (\$56,606.21).
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on December 8, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

---

June Bracamontes, City Clerk

## **POLICE DEPARTMENT MONTHLY REPORT**

**November 10, 2021 2021**

**Staff....** Currently have positions open. Officer Jurado leaving and going to Mendota PD. Currently running background checks on two applicants.

**Office clerk...**position on hold .

**Animal Shelter....**Is running very well. See attached report.

**Events...** October 30<sup>th</sup> . Cross City Church came to the city. Repaired 46 bicycles and replaced 3 bicycles that were too bad a shape to repair. They also provided burgers and hot dogs to 105 persons. In addition they had popcorn, bibles, socks, gloves and knit caps for those that wanted them. CHP was also present and inspected bicycles. They provided us with bicycle helmets. They left us two car seats for kids.

November 6<sup>th</sup> OCHS had their band review on Anchor Ave.

**Grants...** COPS Grant....Waiting to see if we are getting one officer.

**Vehicles...**We got two new SUVs. Currently at Cooks Communication getting outfitted with emergency equipment. Hope to order a new Animal Control Vehicle.

**Covid 19..**The County is experiencing a surge on the new Covid variant. Orange Cove is not doing well, especially with the young people. Of the persons with COVID that are hospitalized, five of six are people that are not vaccinated.



**Marty Rivera**  
Chief of Police

## ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

**MONTH: October**

**OFFICER: R. DIAZ**

<b>BITE REPORTS</b>	1 Dog v. Pedestrian
<b>PRIOR MONTH STRAYS</b>	2 from September
<b>STRAY DOGS</b>	10 Picked up in October
<b>EUTHANIZED DOGS</b>	0
<b>ADOPTED DOGS</b>	0
<b>RESCUED DOGS</b>	2 In October
<b>INJURED STRAY DOGS</b>	
<b>ANIMAL CRUELTY INVESTIGATIONS</b>	None
<b>RELEASED DOGS TO OWNER</b>	4
<b>CITATIONS ISSUED</b>	2
<b>QUARANTINED DOGS</b>	1 10-day quarantine
<b>OTHER ANIMAL</b>	
<b>MISC</b>	
<b>DOGS IN SHELTER</b>	6 Dogs in shelter



<b>NOTES</b>	
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# ORANGE COVE POLICE DEPARTMENT

## OCTOBER 2021 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



### PART 1 CRIMES

	SEPT	OCT	%	YTD	YTD
	2021	2021	Change	2020	2021
Homicide	0	0	0%	0	0
Rape	0	0	0%	0	0
Attempted Murder	0	0	0%	0	1
Robbery	0	0	0%	3	1
Assault	0	0	0%	8	5
Burglary	1	1	0%	14	17
Grand Theft Auto	1	0	-100%	16	12
<b>Total Part 1 Crimes</b>	<b>2</b>	<b>1</b>	<b>-50%</b>	<b>41</b>	<b>36</b>

	SEPT	OCT	%	YTD	YTD
	2021	2021	Change	2020	2021
Sex Crimes	1	2	100%	11	12
Narcotics	1	2	100%	47	26
Child Abuse	1	1	0%	6	7
<b>Total Part 2 Crimes</b>	<b>3</b>	<b>5</b>	<b>67%</b>	<b>64</b>	<b>45</b>

	SEPT	OCT	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Collisions	6	3	-50%	35	35
Fatalities	0	0	0%	0	0
Injury	0	0	0%	2	1
Non Injury	2	1	-50%	15	17
Hit & Run	4	2	-50%	18	17

### ENFORCEMENT STATISTICS

	SEPT	OCT	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Citations	14	16	14%	290	248
Total Vehicle Stops	86	86	0%	987	949
Seatbelt Violations	2	0	-100%	8	14
Unsafe Speed Violations	2	1	-50%	12	16
Fail To Obey Stop Sign/Light	2	3	50%	58	65
Driving Under the Influence	1	2	100%	12	14
Gang Arrests - Felony	0	0	0%	1	0
Gang Arrests - Misdemeanor	0	0	0%	0	0
Gang Field Interview Cards	1	1	0%	32	21
Juvenile Detentions/Arrests	1	2	100%	8	7
Adult Arrests	17	14	-18%	88	114

	SEPT	OCT	%	YTD	YTD
	2021	2021	Change	2020	2021
5150	10	4	-60%	41	46
Agency Asslt	12	5	-58%	91	82
Battery	1	2	100%	13	16
Evading/Obstructing Officer	2	2	0%	15	10
Fraud	0	0	0%	11	2
Identity Theft	3	0	-100%	5	5
Spousal Abuse	3	7	133%	56	48
Graffiti/Vandalism	2	2	0%	57	31
Veh. Burglaries	2	0	-100%	6	6
General Incidents	18	12	-33%	161	144
Weapons Confiscated	1	3	200%	13	8
Petty Theft	8	5	-38%	38	38
Public Intoxication	0	0	0%	9	10
Suspended License	0	2	200%	23	16
Unlicensed Drivers	5	7	40%	91	77
Vehicles Towed	8	14	75%	106	105
Vehicles Released	5	11	120%	57	54
Case Number Drawn	143	122	-15%	1,620	1,350



**Marty Rivera**  
Chief of Police

## ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

**MONTH: November**

**OFFICER: R. DIAZ**

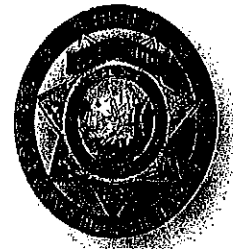
<b>BITE REPORTS</b>	
<b>PRIOR MONTH STRAYS</b>	6 from October
<b>STRAY DOGS</b>	11 Picked up in November
<b>EUTHANIZED DOGS</b>	3 in November
<b>ADOPTED DOGS</b>	0
<b>RESCUED DOGS</b>	2 In November
<b>INJURED STRAY DOGS</b>	
<b>ANIMAL CRUELTY INVESTIGATIONS</b>	None
<b>RELEASED DOGS TO OWNER</b>	4
<b>CITATIONS ISSUED</b>	0
<b>QUARANTINED DOGS</b>	
<b>OTHER ANIMAL</b>	
<b>MISC</b>	1 Escaped shelter
<b>DOGS IN SHELTER</b>	7 Dogs in shelter



# ORANGE COVE POLICE DEPARTMENT

## NOVEMBER 2021 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



### PART 1 CRIMES

	OCT	NOV	%	YTD	YTD
	2021	2021	Change	2020	2021
Homicide	0	0	0%	0	0
Rape	0	0	0%	0	0
Attempted Murder	0	0	0%	0	1
Robbery	0	1	100%	3	2
Assault	0	0	0%	8	5
Burglary	1	0	-100%	15	17
Grand Theft Auto	0	0	0%	23	12
Total Part 1 Crimes	1	1	0%	49	37

	OCT	NOV	%	YTD	YTD
	2021	2021	Change	2020	2021
Sex Crimes	2	1	-50%	11	13
Narcotics	2	3	50%	52	29
Child Abuse	1	1	0%	7	8
Total Part 2 Crimes	5	5	0%	70	50

	OCT	NOV	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Collisions	3	1	-67%	41	36
Fatalities	0	0	0%	0	0
Injury	0	0	0%	4	1
Non Injury	1	1	0%	18	18
Hit & Run	2	0	-100%	19	17

### ENFORCEMENT STATISTICS

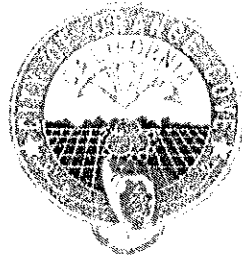
	OCT	NOV	%	YTD	YTD
	2021	2021	Change	2020	2021
Total Traffic Citations	16	123	669%	330	371
Total Vehicle Stops	86	77	-10%	1,137	1,026
Seatbelt Violations	0	0	0%	9	14
Unsafe Speed Violations	1	0	-100%	13	16
Fail To Obey Stop Sign/Light	3	3	0%	63	68
Driving Under the Influence	2	2	0%	16	16
Gang Arrests - Felony	0	0	0%	1	0
Gang Arrests - Misdemeanor	0	0	0%	0	0
Gang Field Interview Cards	1	0	-100%	32	21
Juvenile Detentions/Arrests	2	0	-100%	8	7
Adult Arrests	14	17	21%	97	131

	OCT	NOV	%	YTD	YTD
	2021	2021	Change	2020	2021
5150	4	4	0%	43	50
Agency Assist	5	7	40%	101	89
Battery	2	2	0%	14	18
Evading/Obstructing Officer	2	2	0%	17	12
Fraud	0	1	100%	12	3
Identity Theft	0	0	0%	6	5
Spousal Abuse	7	6	-14%	62	54
Graffiti/Vandalism	2	5	150%	62	36
Veh. Burglaries	0	1	100%	6	7
General Incidents	12	10	-17%	177	154
Weapons Confiscated	3	0	-100%	13	8
Petty Theft	5	4	-20%	42	42
Public Intoxication	0	0	0%	10	10
Suspended License	2	2	0%	26	18
Unlicensed Drivers	7	8	14%	101	85
Vehicles Towed	14	9	-36%	121	114
Vehicles Released	11	4	-64%	62	58
Case Number Drawn	122	115	-6%	1,765	1,465

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:** December 8, 2021  
**To:** The Honorable Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** APPROVE THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND THE CITY OF ORANGE COVE, COMMONLY REFERRED TO AS THE "ANNEXATION AND TAX SHARING AGREEMENT".

**Attachments:** Amended and Restated Memorandum Understanding and Exhibits 1-5.

**BACKGROUND:**

The County of Fresno has comprehensive Agreements covering annexations, development, tax sharing, and other matters with all cities within its jurisdiction. These Agreements outline necessary provisions to comply with the Cortese-Knox Local Government Reorganization Act, State Revenue and Taxation Code, County General Plan, and other State and local laws and regulations. The City of Orange Cove last entered into a comprehensive MOU with Fresno County in 2006, with a subsequent one year extension approved in March 2021. The 2006 MOU is set to expire on March 21, 2022.

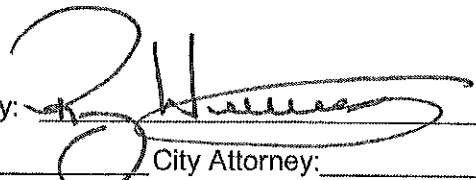
The Amended and Restated MOU removes all references to the Orange Cove Redevelopment Agency and provisions related to Redevelopment law. It maintains all pertinent provisions, including provisions that the County and City negotiated and approved in 2017, allowing for less onerous annexations which is of benefit to the City. All tax sharing formulas remain the same. The Amended and Restated MOU has a 15-year term, which will expire in 2036. Also included is the identification of "future growth areas," which are mutually agreed upon areas of potential Sphere of Influence (SOI) expansion and annexation anticipated over the MOU period, as required by LAFCO.

**RECOMMENDATION:**

For the City Council to approve the amended Memorandum of Understanding (MOU) regarding annexation and tax sharing with Fresno County.

**FISCAL IMPACT:**

The tax sharing percentages and allocations remain the same in this Agreement as the current Agreement. For property annexed from the County into the City, the County receives 100% of the base property tax revenue that it was receiving prior to the annexation of the property and receives 63% of any additional increment, or revenue increase, once development of the property takes place. The City receives 37% of any additional increment generated. For property that generates sales tax, there is a complex formula that provides for a sharing of the revenue between the County and City.

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	_____			



1                                    AMENDED AND RESTATED  
2                                    MEMORANDUM OF UNDERSTANDING BETWEEN  
3                                    THE COUNTY OF FRESNO, THE CITY OF ORANGE COVE,  
4                                    AND THE ORANGE COVE REDEVELOPMENT AGENCY.

5                    THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
6                    (hereinafter "Restated MOU") is made and executed this 21st day of  
7                    March, 2006, by and between the COUNTY OF FRESNO, a political  
8                    subdivision of the State of California (hereinafter referred to as "CITY"), and the City of  
9                    ORANGE COVE, a municipal corporation of the State of California (hereinafter referred  
10                   to as "CITY"), and the ORANGE COVE REDEVELOPMENT AGENCY, a  
11                   redevelopment agency organized and existing under and by virtue of the laws of the  
12                   State of California (hereinafter referred to as "AGENCY").

13                                    WITNESSETH

14                    WHEREAS, COUNTY, CITY and AGENCY wish to work together to develop a  
15                    fair and equitable approach to tax sharing and the encouragement of sound economic  
16                    growth; and

17                    WHEREAS, in order to encourage economic development and environmentally  
18                    sound land use planning, it is important that any tax sharing among COUNTY, CITY and  
19                    AGENCY be determined in advance and that such arrangements not be fiscally  
20                    detrimental to either COUNTY, CITY, or AGENCY; and

21                    WHEREAS, COUNTY, CITY and AGENCY recognize the importance of  
22                    COUNTY and CITY services and are prepared to cooperate in an effort to address  
23                    COUNTY's and CITY's fiscal problems; and

24                    WHEREAS, through annexation and appropriate redevelopment, CITY and  
25                    AGENCY provide the opportunity for economic growth and development to support  
26                    public services for CITY and COUNTY; and

27                    WHEREAS, close cooperation between COUNTY, CITY and AGENCY is  
28                    necessary to maintain the quality of life throughout Fresno County and deliver needed  
                  services in the most cost-efficient manner to all CITY and COUNTY residents; and

1 WHEREAS, COUNTY recognizes the need for orderly growth within and  
2 adjacent to CITY and for supporting appropriate annexations and promoting the  
3 concentration of development within CITY; and

4 WHEREAS, CITY and AGENCY recognize that development within CITY limits  
5 may also have the effect of concentrating revenue-generating activities within CITY  
6 rather than in unincorporated areas and that, as a result of Proposition 13 and its  
7 implementing legislation, annexation by CITY of unincorporated territory can result in a  
8 loss of revenue sources for COUNTY unless there is significant new development  
9 activity as a result of annexation; and

10 WHEREAS, annexation which results in the development of urban uses in  
11 response to a clearly demonstrated community demand is appropriate; and well  
12 planned and fiscally sound redevelopment can be a valuable tool in the physical and  
13 economic development of CITY and COUNTY;

14 WHEREAS, the parties recognize that COUNTY General Plan Goal LU-G  
15 provides that COUNTY will direct urban growth and development within the cities  
16 spheres of influence to existing incorporated cities and will ensure that all development  
17 in city fringe areas is well planned and adequately served by necessary public facilities  
18 and infrastructure and furthers countywide economic development goals; and

19 WHEREAS, the parties recognize that when urban growth and development is  
20 directed to cities there is a lost opportunity of development by COUNTY in the  
21 unincorporated area and that sharing of local sales and use taxes generated by such  
22 development would serve as a tool for the COUNTY to participate in receiving a share  
23 of that new revenue; and

24 WHEREAS, it is the interest of the parties to require all new urban development  
25 to pay a roughly proportionate share of the cost of urban services and infrastructure  
26 created by the development, whether it occurs in the CITY or in the adjacent  
27 unincorporated area of the CITY's sphere of influence.

28 WHEREAS, COUNTY, CITY AND AGENCY executed a Joint Powers Agreement

1 dated March 30, 1982 for the distribution of property tax increment revenue collected in  
2 subproject areas located outside City limits.

3  
4 NOW, THEREFORE, COUNTY, CITY and AGENCY hereby agree as follows:

5 ARTICLE I

6 DEFINITIONS

7 Unless the particular provision or context otherwise requires, the definitions  
8 contained in this article and in the Revenue and Taxation Code shall govern the  
9 construction, meaning, and application of words used in this RESTATED MOU.

10 1.1 "Base property tax revenues" means property tax revenues allocated by  
11 tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a  
12 given tax rate area annexed in the fiscal year immediately preceding the tax year in  
13 which property tax revenues are apportioned pursuant to this RESTATED MOU,  
14 including the amount of State reimbursement of the homeowners' and business  
15 inventory exemptions.

16 1.2 Except as provided in Section 6.1, "property tax increment" means  
17 revenue from the annual tax increment, as "annual tax increment" is defined in Section  
18 98 of the Revenue and Taxation Code, attributable to the tax rate area for the  
19 respective tax year.

20 1.3 "Substantial development" or "substantially developed" means real  
21 property which, prior to annexation, has an improvement value to land value ratio equal  
22 to or greater than 1.25:1, as of the lien date in the fiscal year in which the annexation  
23 becomes effective under the Cortese-Knox Local Government Reorganization Act, and  
24 on and after January 1, 2000, the Cortese-Knox-Hertzberg Local Government  
25 Reorganization Act of 2000.

26 1.4 "Property tax revenue" means base property tax revenue, plus the  
27 property tax increment for a given tax rate area.  
28

1.5 "Tax apportionment ratio" means the tax apportionment ratio of the parties for a given fiscal year and shall be ascertained by dividing the amount determined for each party pursuant to Revenue and Taxation Code Sections 96(a) or 97(a), whichever is applicable, by that party's gross assessed value, and by then dividing the sum of the resulting tax rate equivalents of both parties into each party's tax rate equivalent to produce the tax apportionment ratio.

1.6 "Tax rate equivalent" means the factor derived for an agency by dividing the property tax levy for the prior fiscal year computed pursuant to Section 97 of the Revenue and Taxation Code by the gross assessed value of the agency for the prior fiscal year.

1.7 "Redevelopment project" means any new redevelopment plan or project area and any amendment to an existing development plan or project area to which Health and Safety Code Section 33354.6, as amended by Chapter 147 of the 1984 Statutes, applies. For example, the addition of the power of eminent domain to an existing redevelopment plan is not a "redemption project" because it does not affect any of the criteria listed in Health and Safety Code Section 33354.6.

1.8 "Effective Date" shall mean the date that all the parties hereto shall execute this Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Orange Cove and the City of Orange Cove Redevelopment Agency.

1.9 "Urban development" or "urban type development" shall mean development not allowed in areas designated Agriculture, Rural Residential or River Influence in COUNTY's General Plan or its applicable community plans as of the Effective Date of this RESTATED MOU.

## ARTICLE II.

## ANNEXATIONS BY CITY

2.1 Any annexations undertaken by CITY following the date of the execution of this RESTATED MOU shall be consistent with both the terms of this MOU and the

1 standards (hereinafter "The Standards" or "Standards") as set forth in Exhibit "1",  
2 attached hereto and incorporated by reference herein as if set forth fully at this point.  
3 This RESTATED MOU shall not apply to annexations proposed by CITY which are not  
4 in compliance with its terms or which fail to meet The Standards. If a proposed  
5 annexation is not in compliance with the terms of this RESTATED MOU, including but  
6 not limited to, The Standards, then no property tax exchange agreement, as required by  
7 Revenue and Taxation Code Section 99, shall exist in regards to that proposed  
8 annexation. Any such non-complying annexation shall be handled individually through  
9 separate negotiations between CITY and COUNTY.

10       2.2 In order to encourage the orderly processing of proposed annexations,  
11 CITY shall, at least thirty (30) days prior to filing any annexation proposal with the  
12 Fresno County Local Agency Formation Commission (hereinafter "LAFCO"), notify  
13 COUNTY of its intention to file such proposal and the date upon which CITY expects  
14 such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with  
15 COUNTY to review whether its proposed annexation complies with The Standards.  
16 Within fifteen (15) days after the date COUNTY receives notice by the CITY of its  
17 annexation proposal, COUNTY shall notify CITY in writing if it has determined that the  
18 proposed annexation is inconsistent with The Standards. Upon receipt of such  
19 notification, CITY may either modify the proposal to COUNTY's specifications or adopt a  
20 resolution finding that the proposed annexation is, in CITY's determination, consistent  
21 with The Standards.

22       2.3 If CITY adopts a resolution making the findings described in Section 2.2,  
23 then COUNTY may challenge such findings by appropriate court action filed within thirty  
24 (30) days of receipt of written notice of the adoption of CITY's resolution. The court  
25 shall independently review the evidence and determine whether the proposed  
26 annexation is consistent with the Standards.

27       As an alternative to a judicial challenge by the COUNTY, the parties may within  
28 the aforesaid thirty (30) day period mutually agree in writing to arbitrate their dispute

1 through proceedings conducted in accordance with the rules established by the  
2 American Arbitration Association. The parties upon agreeing to arbitrate will proceed  
3 with arbitration in a timely manner. The arbitrator hearing the matter shall  
4 independently review the evidence and determine whether the proposed annexation is  
5 consistent with The Standards.

6 Costs incurred by the prevailing party, either in county proceedings or the  
7 arbitration proceedings, shall be paid by the non-prevailing party. The parties agree  
8 that CITY shall not proceed to LAFCO with the proposed annexation until the dispute is  
9 finally resolved either by court or arbitration proceedings. If CITY attempts to proceed  
10 with such proposed annexation prior to the expiration of the period in which COUNTY  
11 may file its court action or agree to arbitrate, or prior to the final conclusion of such court  
12 or arbitration proceeding, then this RESTATED MOU shall immediately terminate as to  
13 such annexation and, in particular, no property tax exchange agreement, as required by  
14 Section 99 of the Revenue and Taxation Code, shall exist between CITY and COUNTY  
15 as to that proposed annexation.

16 Notwithstanding the foregoing, the CITY may proceed to LAFCO under this  
17 RESTATED MOU if court or arbitration proceedings are not completed within thirty (30)  
18 days after the filing thereof provided, however, that LAFCO in its resolution of approval,  
19 at the request of the CITY, conditions the completion of the annexation upon the  
20 Executive Officer's prior receipt of a certified copy of the document evidencing the  
21 finality of the aforesaid court or arbitration proceedings determining that the proposed  
22 annexation is consistent with Exhibit "1" attached hereto, or alternatively, receipt of a  
23 written stipulation of the CITY and COUNTY agreeing that a master property tax  
24 agreement still exists permitting the completion of such proposed annexation. If LAFCO  
25 declines to include the aforesaid condition, or CITY fails to timely request such  
26 condition, no property tax exchange agreement as required by Section 99 of the  
27 Revenue and Taxation Code shall exist between CITY and COUNTY as to that  
28 proposed annexation. If CITY nevertheless attempts to proceed with the annexation,

such action on the part of the CITY shall also be deemed good cause for the COUNTY at its option to terminate this MOU in its entirety.

2.4 For the purpose of promoting economic development and job creation, an Alternate Standard for Annexation for industrial or regional commercial uses is hereby created. In the place of the Standards for Annexation set forth in Exhibit 1, the Alternate Standard for Annexation shall apply to and govern the review of annexation proposals for industrial or regional commercial uses. Annexation proposals for industrial/regional commercial uses shall include a conceptual development plan, as described herein.

The conceptual development plan shall consist of the economic objectives to be achieved, the service and financing strategy and its schedule, and shall include a map of the proposed rezoning. The conceptual development plan's schedule shall include milestones for major project components, to measure the progress of the project. Due to the complexity of such projects the development schedule for planning and implementation may reasonably require a period of from five to ten years. The annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to Section 2.2. Annexation proposals that comply with the criteria of this Section 2.4 shall be deemed to comply with Section 2.1. The annexation application to be submitted to LAFCO shall be considered complete upon adoption of the rezoning by the CITY. COUNTY and CITY agree to meet annually to review the progress toward the achievement of the economic development objectives and to identify ways to promote mutual economic development objectives.

2.5 Section 2.4 shall be deemed suspended if CITY rezones an area that was annexed using the Alternate Standard for Annexation to a zone other than Industrial/Regional Commercial without COUNTY's consent.

## ARTICLE III

EXCHANGE OF PROPERTY TAX REVENUES TO BE  
MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE

1        3.1    The property tax revenues collected in relation to annexations covered by  
2 the terms of this RESTATED MOU shall be apportioned between CITY and COUNTY  
3 as set forth in Sections 3.2 and 3.3 below. The parties acknowledge that, pursuant to  
4 Sections 54902, 54902.1 and 54903 of Government Code and Sections 97 and 99 of  
5 the Revenue and Taxation Code, the distribution of such property tax revenues will not  
6 be effective until the revenues are collected in the tax year following the calendar year  
7 in which the statement of boundary changes and the map or plat is filed with the County  
8 Assessor and the State Board of Equalization.

9        3.2    In regards to the annexation of real properties which are not considered  
10 substantially developed at the time of annexation, COUNTY will retain all of its base  
11 property tax revenue upon annexation. The amount of the property tax increment for  
12 special districts whose services are assumed by CITY shall be combined with the  
13 property tax increment of the COUNTY, the sum of which shall be allocated between  
14 CITY and COUNTY pursuant to the following ratio:

15                    COUNTY:    63%

16                    CITY:        37%

17 Effective July 1, 2006 these property tax-sharing ratios shall be as shown in Exhibit "2".

18        3.3    In regards to the annexation of real properties which are considered  
19 substantially developed at the time of annexation, property tax revenue (base plus  
20 increment) will be reallocated as follows: a detaching or dissolving district's property tax  
21 revenue (base plus increment) shall be combined with COUNTY's and the sum of which  
22 shall be allocated between CITY and COUNTY pursuant to the ratio set forth in Section  
23 3.2.

#### 24                                    ARTICLE IV

#### 25                                    DEVELOPMENT WITHIN AND ADJACENT

#### 26                                    TO CITY'S SPHERE OF INFLUENCE AND FEE COLLECTION PROCESS

27        4.1    COUNTY shall not approve any discretionary development permits for  
28 new urban development within CITY's sphere of influence unless the development shall



1 have first been referred to CITY for consideration of possible annexation. If CITY does  
2 not, within sixty (60) days of receipt of notice from COUNTY, adopt a resolution of  
3 application to initiate annexation proceedings before LAFCO, COUNTY may approve  
4 development permits for that new urban development. County's approval shall take into  
5 consideration CITY's general plan and be consistent with COUNTY's general plan  
6 policies, provided, that the development is orderly and does not result in the premature  
7 conversion of agricultural lands.

8 4.2 Within the CITY's sphere of influence, COUNTY shall require compliance  
9 with development standards that are comparable to CITY's and charge fees reflecting  
10 the increased administrative and implementing cost where such CITY standards are  
11 more stringent than COUNTY's. These requirements shall apply to discretionary  
12 development applications approved by COUNTY. For purposes of this Agreement,  
13 "discretionary development applications" shall mean General Plan Amendments,  
14 Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits,  
15 Director Review and Approvals, and Variances.

16 4.3 CITY development fees shall be charged for any discretionary  
17 development applications to be approved by the COUNTY within CITY's sphere of  
18 influence. To establish or amend CITY development fees, CITY shall conduct a public  
19 hearing and notify property owners in accordance with State Law. At the conclusion of  
20 that hearing, CITY shall adopt a resolution describing the type, amount, and purpose of  
21 CITY fees to be requested for COUNTY adoption.

22 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption  
23 of the fees. CITY shall include a draft ordinance for COUNTY's adoption with  
24 appropriate supporting documentation or findings by the CITY demonstrating that the  
25 fees comply with Section 66000 of the Government Code and other applicable State  
26 Law requirements. CITY fees may also include CITY's and COUNTY's increased  
27 administrative costs and inspection charges.

1        4.5    COUNTY shall collect any such applicable CITY development fees at the  
2 time of final map approval or issuance of building permits as established by the fee  
3 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY  
4 evidencing the payment of the fees directly to CITY, or written confirmation by CITY that  
5 fees are inapplicable. If COUNTY imposes and collects fees on behalf of CITY,  
6 COUNTY shall transfer the fees to CITY at the earliest time legally permitted.

7        4.6    CITY shall give COUNTY at least thirty (30) days notice before  
8 implementing any new fees or an amendment to existing fees. Notwithstanding this  
9 Section 4.6, or any other provision of this MOU, CITY shall be solely responsible for  
10 determining the amount of the fees and setting them in accordance with law. This  
11 Section 4.6 shall not be construed as a representation by COUNTY as to the propriety  
12 of the fees or the procedures used in setting them.

13        4.7    CITY shall hold harmless, defend and indemnify the COUNTY from all  
14 claims, demands, litigation of any kind whatsoever arising from disputes relating to the  
15 fees, the enactment of or the collection of CITY development fees.

16        4.8    If COUNTY adopts capital facilities fees, CITY shall require that an  
17 applicant for any land use entitlement or permit within CITY shall pay all COUNTY  
18 public facilities fees applicable to the entitlement or permit on behalf of the COUNTY.  
19 At the COUNTY's request, CITY shall either timely impose and collect all such fees or  
20 shall require the applicant to present a voucher issued by COUNTY evidencing the  
21 payment of fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate  
22 the impact of development on required COUNTY facilities and services including, but  
23 not limited to, the criminal justice system, health, social services, parks, transportation  
24 and library. CITY shall transfer the fees collected to COUNTY at the earliest time  
25 legally permissible to do so. COUNTY may impose new fees and amend existing fees  
26 from time to time in its sole discretion. COUNTY shall give CITY at least thirty (30) days  
27 notice before implementing any new fees or an amendment to existing fees.  
28 Notwithstanding this Section 4.8, or any other provision of this Restated MOU,

1 COUNTY shall be solely responsible for determining the amount of the fees and setting  
2 them in accordance with law. This Section 4.8 shall not be construed as a  
3 representation by CITY as to the propriety of the fees or the procedures used in setting  
4 them.

5 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all  
6 claims, demands, litigations of any kind whatsoever arising from disputes relating to the  
7 enactment or collection of COUNTY capital facilities fees.

8 4.10 COUNTY shall support urban unification. To this end, COUNTY shall  
9 oppose the creation of new governmental entities within CITY's sphere of influence,  
10 except for such entities that may be necessary to address service requirements that  
11 cannot be addressed by annexation to CITY. CITY and COUNTY will support transition  
12 agreements with current service providers which recognize the primary role of cities as  
13 providers of urban services and where current services have participated in service  
14 master planning.

15 4.11 Within the CITY's sphere of influence and for the two mile area beyond  
16 that sphere of influence COUNTY and CITY agree that, in the early stages of  
17 preparation of land use and circulation proposals and general plan amendments, they  
18 shall consult at the staff level in such fashion as to provide meaningful participation in  
19 the policy formulation process, and shall likewise consult on other policy changes which  
20 may have an impact on growth or the provision of urban services. CITY shall also be  
21 given the opportunity to respond to COUNTY before the final document is prepared for  
22 presentation to COUNTY's Planning Commission. COUNTY agrees that it will solicit  
23 comments from CITY in the preparation of any Initial Study required by the California  
24 Environmental Quality Act undertaken within the area.

25 4.12 Any change in the CITY's sphere of influence proposed by either  
26 COUNTY or CITY which would modify the area depicted in Exhibit "3-A" and  
27 3-B requires the mutual consultation of both parties prior to submission to LAFCO.  
28

ARTICLE V

IMPLEMENTATION OF SALES TAX

REVENUE COLLECTION

5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division 2, of the Revenue and Taxation Code (commencing with Section 7200), CITY is, concurrent with the execution of this RESTATED MOU, amending its local sales and use tax ordinance. This amendment shall be timely forwarded to the State Board of Equalization so that it will become operative as of the first July 1 following the CITY reaching the threshold forth in subsections 5.2.1 and 5.2.2. This amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a portion of the sales and use tax revenues generated within the incorporated areas of CITY in accordance with the applicable rate set forth on Exhibit 4", attached hereto and incorporated by reference as if set forth fully at this point. The format of this amendment by CITY to its local sales and use tax ordinance shall likewise provide as a credit against the payment of taxes due under such ordinance, an amount equal to any sales and use tax due to COUNTY.

5.2 Except as otherwise provided herein, CITY further agrees that the amendment adopted pursuant to Section 5.1 above shall likewise provide for the periodic reallocation of additional sales tax revenues generated within the incorporated areas of CITY in accordance with the schedule set forth on Exhibit "4". Each subsequent incremental adjustment shall go into effect at the commencement of the fiscal year indicated. These periodic adjustments shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect that portion of the sales and use tax revenues generated within the incorporated areas of CITY equal to the applicable percentage as specified in Exhibit "4". These periodic adjustments shall automatically go into effect provided that:

5.2.1 CITY receives sales tax revenues per capita in an amount greater than fifty percent (50%) of the sales tax revenue per capita collected by all

1 Fresno County cities when taken as a group during the most recent fiscal  
2 year for which State Board of Equalization information is available, then it  
3 hereby agrees to reallocated sales tax revenues with COUNTY beginning  
4 in fiscal year 2005-06 in accordance with the provisions of this article; and  
5 5.2.2 CITY's annual sales tax revenue information is available for the  
6 State Board of Equalization allows City to reallocate sales tax revenue at  
7 the percentage designated in Exhibit "4" and still have a net increase in its  
8 remaining sales tax revenue when compared with the fiscal year  
9 immediately preceding the fiscal year described above. The periodic  
10 phase in of sales tax reallocation described herein shall be delayed from  
11 year-to-year if CITY falls below the sales tax reallocation threshold as  
12 identified in Section 5.2. In those years in which CITY does not meet the  
13 sales tax reallocation threshold, CITY's sharing proportion shall continue  
14 at the same rate as in the last year in which CITY met or exceeded the  
15 threshold. When, in a subsequent year, CITY again meets or exceeds the  
16 threshold, the sharing proportion of CITY shall be at the next higher  
17 sharing proportion shown on Exhibit "4", and the annual phase-in shall  
18 continue therefrom.

19 5.3 The sales tax ordinance amendments adopted by CITY pursuant to this  
20 article are intended to reduce CITY's sales tax rate from its then-existing level to a level  
21 which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue  
22 collecting those amounts set forth in the previous provisions of this article as well as the  
23 applicable percentages set forth on Exhibit "4". In addition, each periodic adjustment is  
24 intended by the parties to enable COUNTY to collect an amount equivalent to the  
25 applicable percentage specified in Exhibit "4".

26 5.4 Whenever CITY proposes an annexation of unincorporated territory which  
27 generates substantial sales tax revenue for COUNTY, CITY, agrees to further amend its  
28 local sales and use tax ordinance as set for in this section. Notwithstanding the

1 language of subsections 5.2.1 and 5.2.2, this additional amendment shall become  
2 operative no later than the commencement of the next calendar quarter following the  
3 date upon which such annexation is certified as complete by the Executive Officer of  
4 LAFCO. This additional amendment shall decrease CITY's sales tax rate to yield an  
5 amount of substantial sales tax revenue being collected by COUNTY in the area to be  
6 annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding  
7 percentage which shall continue to accrue to COUNTY throughout the term of this  
8 RESTATED MOU. Any such additional amendment made by CITY pursuant to this  
9 section shall be cumulative and likewise preserve intact any periodic adjustments  
10 previously implemented pursuant to this RESTATED MOU. Further, CITY agrees that it  
11 shall not split or separate areas into smaller annexations for the purpose of, or having  
12 the effect of, creating an annexation or annexations which, individually, do not generate  
13 substantial sales tax revenue, but which would generate such revenue if combined. For  
14 purposes of this article, the term "substantial sales tax revenue" shall be defined as  
15 sales tax revenue derived from taxable sales in the area annexed equal to at least:

16           5.4.1 If only information for less than one fiscal year exists, then  
17           \$100,000 in taxable sales in the most recent quarter for which such  
18           information from the State Board of Equalization is available in writing or  
19           electronic or magnetic media, and projected to a full four quarters, at least  
20           \$400,000 in taxable sales.

21           5.4.2 If information for one or more years exist, then \$400,000 in taxable  
22           sales in the most recent year for which such information from the State  
23           Board of Equalization is available in writing or electronic or magnetic  
24           media.

25           5.5 If CITY fails to amend its sales tax ordinance as provided in section 5.1, or  
26 if the amendment to the sales tax ordinance fails to provide for the periodic reallocation  
27 of additional sales tax revenues as provided in section 5.2, the subsections therein, and  
28 Exhibit "4", or if CITY fails to further amend its sales tax ordinance upon the annexation

1 of unincorporated territory which generates substantial sales tax revenue for COUNTY  
2 as provided in section 5.4, or if CITY splits or separates areas into smaller areas as  
3 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and,  
4 in particular, no property tax exchange agreement, as required by Section 99 of the  
5 Revenue and Taxation Code, shall exist between CITY and COUNTY.

6 5.6 CITY and COUNTY further agree that the annual report of the State Board  
7 of Equalization and the Department of Finance Annual Population Estimates shall be  
8 used as the data source for the purpose of calculating the per capita sales tax revenue  
9 pursuant to this RESTATED MOU.

10 5.7 Application of the formula to be used in the allocation of revenues  
11 pursuant to section 5.2 is illustrated in Exhibit "5", attached hereto and incorporated by  
12 reference herein as if set forth fully at this point.

#### 13 ARTICLE VI

#### 14 REDEVELOPMENT

15 6.1 The parties acknowledge that circumstances may develop making it  
16 desirable to negotiate the amount of property tax increment, as described in Section  
17 33670 of the Health and Safety Code, that AGENCY will pass through to County and  
18 the Fresno County Library District (hereinafter "Library District") in individual  
19 redevelopment projects. In those instances where CITY or AGENCY wish to negotiate,  
20 the parties agree to conduct and complete such negotiations within a 60-day period  
21 following CITY or AGENCY's written notice to COUNTY of the desire to negotiate as to  
22 the particular redevelopment project. These negotiations will take place prior to  
23 AGENCY approval of the preliminary report. In the absence of such negotiations or if  
24 negotiations do not result in an agreement within the negotiating period, CITY and  
25 AGENCY will pass through to COUNTY and the Library District one hundred percent  
26 (100%) of their respective shares of the property tax increment for the project. The  
27 parties shall take all actions necessary under Section 33401 of the Health and Safety  
28 Code and other provisions of law to accomplish the purposes of this article. This

1 obligation includes a finding by AGENCY that any pass through of the property tax  
2 increment to COUNTY and the Library District is necessary and appropriate to alleviate  
3 any financial burden or detriment to COUNTY and the Library District caused by a  
4 redevelopment project.

5 6.2 Understanding that the following remedies are available without statement  
6 herein, but desiring that the parties be aware, if a redevelopment project is approved  
7 without CITY and AGENCY fully complying with this article, then COUNTY's cumulative  
8 remedies shall include, but not be limited to, the following:

9 6.2.1 COUNTY may, to the full extent provided by law, challenge the  
10 validity of the redevelopment plan approved or adopted for a  
11 redevelopment project and may exercise any and all other such remedies  
12 it may have related to such redevelopment project. This subsection shall  
13 not be construed to allow COUNTY to challenge a redevelopment plan  
14 approved prior to the date of this RESTATED MOU, except as allowed by  
15 law in the absence of this RESTATED MOU.

16 6.2.2 If CITY and AGENCY fail or refuse to negotiate with COUNTY or if  
17 negotiations do not conclude in an agreement, and CITY and AGENCY  
18 pass through to COUNTY and the Library District less than one hundred  
19 percent (100%) of their respective shares of the property tax increment,  
20 then this RESTATED MOU shall automatically terminate and, in particular,  
21 no property tax exchange agreement, as required by Section 99 of the  
22 Revenue and Taxation Code, shall exist between City and County.

23 6.2.3 COUNTY may maintain a court action for specific performance of  
24 the provisions of this article, and for declaratory relief to settle disputes as  
25 to CITY's or AGENCY's compliance with this article.

26 6.3 The provisions of this article shall apply only to Redevelopment Plans  
27 adopted prior to January 1, 1994. For each redevelopment plan adopted prior to  
28



1 January 1, 1994, but amended after January 1, 1994, to include new territory, Article VI  
2 of the RESTATED MOU shall be inapplicable to the new added territory.

3 ARTICLE VII

4 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

5 7.1 COUNTY recognizes that certain revenue reallocated to it by this  
6 RESTATED MOU would otherwise have been appropriated by CITY to meet demands  
7 for services. In light therefore, COUNTY agrees to use such new revenue in order to  
8 maintain levels of COUNTY services that are supportive of CITY and AGENCY  
9 services, unless the federal or state governments materially reduce the level of funding  
10 for such services. Examples of such COUNTY services include: criminal justice  
11 system, public health, and other similar services.

12 7.2 CITY agrees to continue enforcement of laws which result in the collection  
13 of fines and forfeitures.

14 ARTICLE VIII

15 COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

16 8.1 CITY and COUNTY agree to work jointly for state legislation and  
17 appropriations that would improve the fiscal condition of both CITY and COUNTY.

18 ARTICLE IX

19 GENERAL PROVISIONS

20 9.1 Term of MOU

21 This RESTATED MOU shall commence as of the date of execution by COUNTY,  
22 CITY and AGENCY and shall remain in effect for a period of fifteen (15) years, unless  
23 terminated prior to that time by mutual agreement of the parties.

24 In addition, should all or any portion of this RESTATED MOU be declared invalid  
25 or inoperative by a court of competent jurisdiction, or should any party to this  
26 RESTATED MOU fail to perform any of its obligations hereunder, or should any party to  
27 this RESTATED MOU take any action to frustrate the intentions of the parties as  
28 expressed in this RESTATED MOU, then in such event, this entire RESTATED MOU,

1 as well as any ancillary documents entered into by the parties in order to fulfill the intent  
2 of this RESTATED MOU, shall immediately be of no force and effect and, in particular,  
3 no property tax exchange agreement, as required by Section 99 of the Revenue and  
4 Taxation Code, shall exist between the CITY and COUNTY as to unincorporated  
5 property.

6       9.2   Geographic Application of RESTATED MOU

7 This RESTATED MOU shall apply only to the areas identified as the City of Orange  
8 Cove's Sphere of Influence as depicted in Exhibit "3-A" and the New Planned Growth  
9 Area as shown in Exhibit 3-B. This RESTATED MOU shall not apply to areas beyond  
10 those included in Exhibits "3-A" and "3-B" unless and until the parties mutually agree to  
11 amend this RESTATED MOU,

12       9.3   Termination Due to Changes in Law

13       The purpose of this MOU is to alleviate in part the revenue shortfall experienced  
14 by COUNTY which may result from CITY's annexation of revenue-producing or  
15 potentially revenue-producing properties located within the unincorporated area of  
16 COUNTY, and from CITY's and AGENCY's redevelopment projects. The purpose of  
17 this RESTATED MOU is also to enable CITY to proceed with territorial expansion and  
18 economic growth consistent with the terms of existing law as mutually understood by  
19 the parties as well as to maximize each party's ability to deliver essential governmental  
20 services. In entering into this RESTATED MOU, the parties mutually assume the  
21 continuation of the existing statutory scheme for the distribution of available tax  
22 revenues to local government and that assumption is a basic tenet of this RESTATED  
23 MOU. Accordingly, it is mutually understood and agreed that this RESTATED MOU  
24 may, by mutual agreement be terminated should changes occur in statutory law, court  
25 decisions or state administrative interpretations which negate the basic tenets of this  
26 RESTATED MOU.

1           9.4   Modification

2           This RESTATED MOU and all of the covenants and conditions set forth herein  
3   may be modified or amended only by a writing duly authorized and executed by  
4   COUNTY, CITY and AGENCY.

5           9.5   Enforcement

6           COUNTY, CITY and AGENCY each acknowledge that this instrument cannot  
7   bind or limit themselves or each other or their future governing bodies in the exercise of  
8   their discretionary legislative power. However, each binds itself that it will insofar as is  
9   legally possible fully carry out the intent and purposes hereof, if necessary by  
10   administrative action independent of ordinances, and that this RESTATED MOU may  
11   be enforced by injunction to the extent allowed by law.

12          9.6   Entire MOU; Suppression

13          With respect to the subject matter hereof, this RESTATED MOU supersedes any  
14   and all previous negotiations, proposals, commitments, writings, and understandings of  
15   any nature whatsoever between COUNTY, CITY and AGENCY except as otherwise  
16   provided herein. This RESTATED MOU does not supersede existing written  
17   agreements among COUNTY, CITY and AGENCY pertaining to redevelopment  
18   projects, as defined in this RESTATED MOU, trigger the application of article VI of this  
19   RESTATED MOU.

20          9.7   Notice

21          All notices, requests, certifications or other correspondence required to be  
22   provided by the parties to this RESTATED MOU shall be in writing and shall be  
23   delivered by first class mail or an equal or better form of delivery to the respective  
24   parties at the following addresses:

25                COUNTY  
26                County Administrative Officer  
27                County of Fresno  
28                Hall of Records, Room 300  
                  2281 Tulare Street  
                  Fresno, CA 93721

CITY AND AGENCY  
                  City Manager  
                  City of Orange Cove  
                  City Hall  
                  633 Sixth Street  
                  Orange Cove, CA 93646

1           9.8   Renegotiation

2           If County enters into an MOU with another City that has terms and conditions  
3 more favorable in the aggregate to that city than those terms and conditions contained  
4 herein, COUNTY agrees that it will negotiate such terms and conditions upon written  
5 request from CITY or AGENCY, with the intent of offering a more favorable agreement.  
6 Negotiations shall conclude thirty (30) days from the date of receipt of notice by  
7 COUNTY and, if agreement is tentatively reached during that period, the legislative  
8 bodies of the parties shall approve any such amendment within thirty (30) days from the  
9 date of receipt of notice by COUNTY and, if agreement is tentatively reached during that  
10 period, the legislative bodies of the parties shall approve any such amendment within  
11 thirty (30) days following the date of the tentative agreement. COUNTY, CITY and  
12 AGENCY are not required to reach agreement.

13           9.9   Notice of Breach

14           Prior to this RESTATED MOU being terminated as expressly provided in  
15 Sections 5.5, 6.2.2 and 9.1, COUNTY shall provide notice to CITY and AGENCY of such  
16 breach, and CITY and AGENCY shall comply with the terms and conditions of this  
17 RESTATED MOU within thirty (30) days of receipt of notice. If CITY or AGENCY fail to  
18 timely comply, this RESTATED MOU shall terminate as provided herein. During the  
19 thirty (30) day notice period and until CITY and AGENCY certify in writing that they are  
20 in compliance and COUNTY agrees in writing, no property tax exchange agreement, as  
21 required by Section 99 of the Revenue and Taxation Code, shall exist between  
22 COUNTY and CITY with respect to any pending annexations.

23           In like manner the CITY and AGENCY shall give COUNTY thirty (30) days  
24 written notice and opportunity to cure any alleged breach of the RESTATED MOU on  
25 the part of the COUNTY.

26 /

27 /

28 /

1 IN WITNESS WHEREOF, the parties hereto have executed this RESTATED MOU in  
2 the County of Fresno, State of California, on the dates set forth above.  
3

4 COUNTY OF FRESNO, a Political  
5 Subdivision of the State of California  
6 ("COUNTY")

7 By: Phil Larson  
8 Phil Larson, Chairman  
9 Board of Supervisors

MAR 21 2006

CITY OF ORANGE COVE, a Municipal  
Corporation of the State of California  
("CITY")

By: Victor P. Lopez  
Victor P. Lopez, Mayor  
City of ORANGE COVE

REDEVELOPMENT AGENCY OF THE  
CITY OF ORANGE COVE ("Agency")

By: Bill Little  
Bill Little, Executive Director

10 ATTEST:  
11 Bernice E. Seidel,  
12 Clerk to the Board of Supervisors

13 By: Bernice E. Seidel  
14 Deputy

APPROVED AS TO LEGAL FORM:  
DANIEL T. McCloskey, City Attorney  
City of ORANGE COVE

By: D. McCloskey

15 REVIEWED AND RECOMMENDED  
16 FOR APPROVAL  
17 Bart Bohn, County Administrative Officer

18 By: Bart Bohn

ATTEST:

19 APPROVED AS TO LEGAL FORM:  
20 Dennis Marshall, County Counsel

21 By: Dennis Marshall

June V. Lopez-Bracamontes,  
Clerk to the City of ORANGE COVE

By: June V. Lopez-Bracamontes

22 APPROVED AS TO ACCOUNTING FORM:  
23 Auditor-Controller/Treasure-Tax Collector

24 By: John H. Haege  
25  
26  
27  
28

EXHIBIT 1  
STANDARDS FOR ANNEXATION

- The proposal must be consistent with the adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
  1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
  2. Development exists that requires urban services which can be provided by the City.
  3. If no development requiring urban services exists, at least 50% of the area proposed for annexation has:
    - (a) Approved tentative subdivision map (single-family residential)
    - (b) Approved site plan (for uses besides single-family residential)
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island or substantially surrounded area.
- The request for annexation is for an industrial or regional commercial project for which a development application has been made and no significant adverse environmental impact will result that cannot be mitigated or overridden by a necessary public purpose. Condition(s) assuring the financing or completion of necessary development infrastructure before completion of annexation shall be made a part of the proposal.
- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development annexation.

EXHIBIT 2  
ORANGE COVE

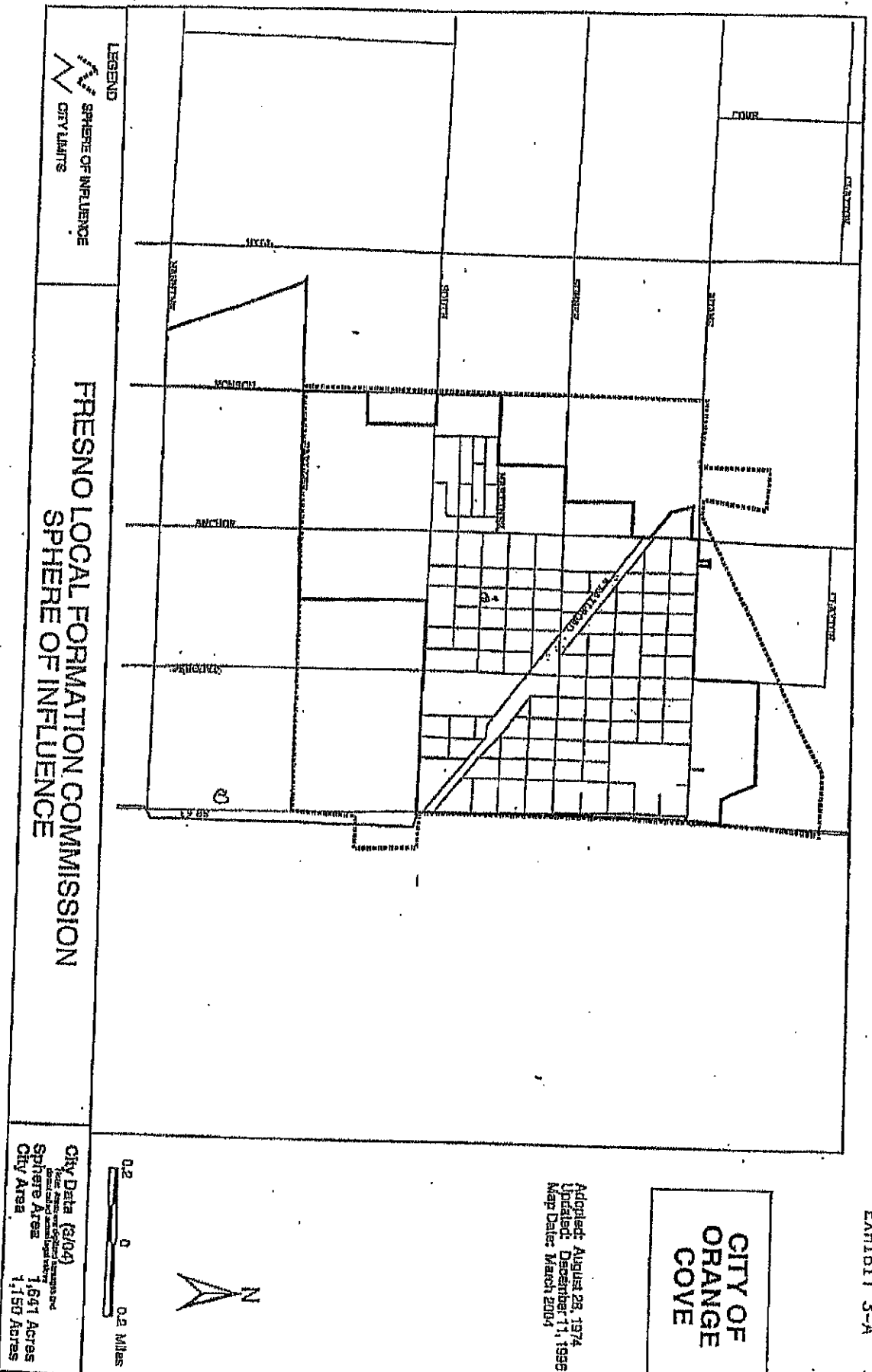
Effective July 1, 2006, the property tax-sharing ratios shall be as follows:

County	City	Effective Date:
63.0%	37.0%	July 1, 2006
63.0%	37.0%	July 1, 2007
63.0%	37.0%	July 1, 2008
63.0%	37.0%	July 1, 2009
63.0%	37.0%	July 1, 2010
63.0%	37.0%	July 1, 2011
63.0%	37.0%	July 1, 2012
63.0%	37.0%	July 1, 2013
63.0%	37.0%	July 1, 2014
63.0%	37.0%	July 1, 2015
63.0%	37.0%	July 1, 2016
63.0%	37.0%	July 1, 2017
63.0%	37.0%	July 1, 2018
63.0%	37.0%	July 1, 2019
63.0%	37.0%	July 1, 2020

EXHIBIT 3-A

CITY OF  
ORANGE  
COVE

Adopted: August 28, 1974  
Updated: December 11, 1996  
Map Date: March 2004

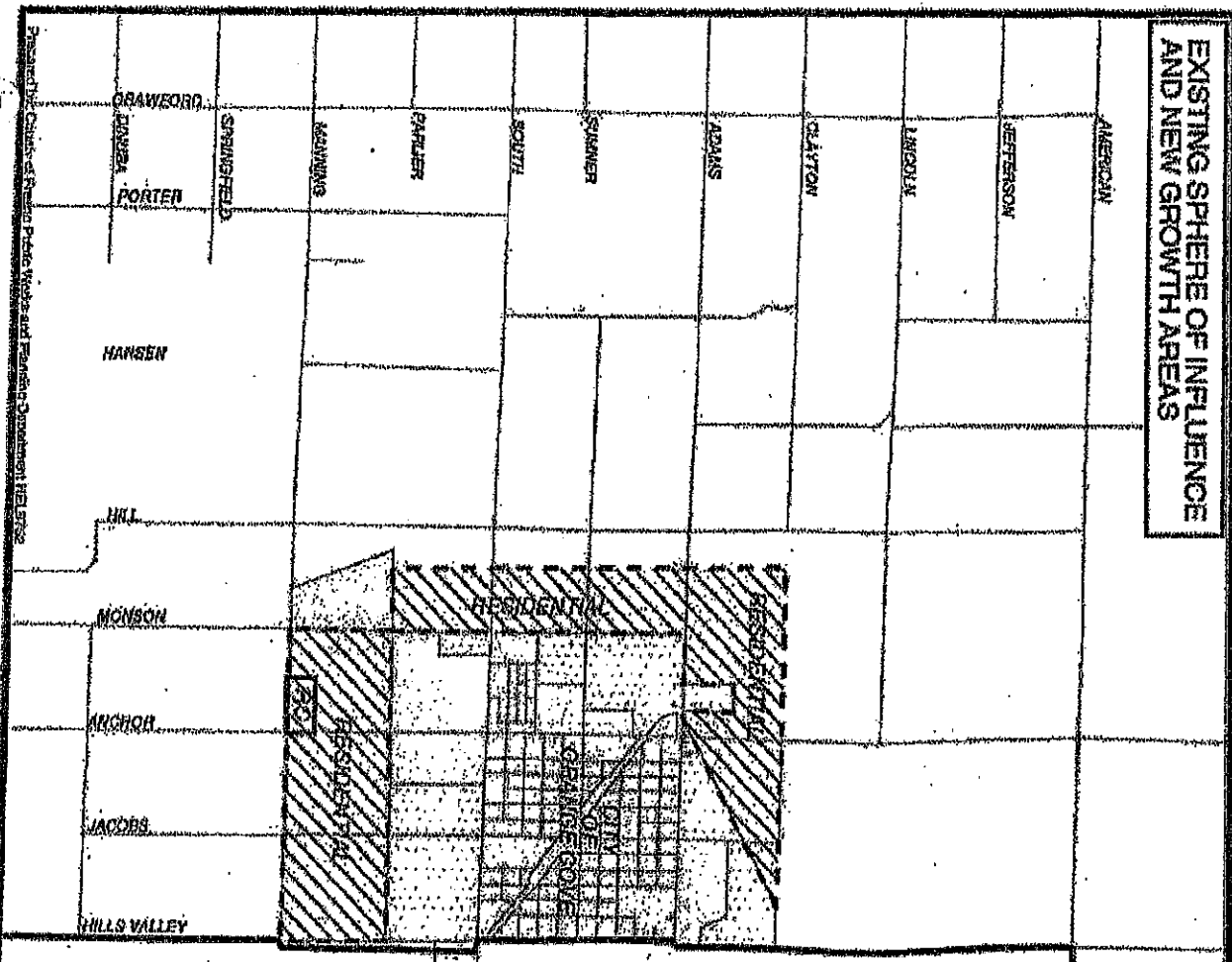




# ORANGE COVE

EXHIBIT 3-B

EXISTING SPHERE OF INFLUENCE  
AND NEW GROWTH AREAS



TULARE COUNTY

LEGEND	
	NEW GROWTH AREAS
	EXISTING SPHERE OF INFLUENCE
	EXISTING CITY LIMIT BOUNDARY

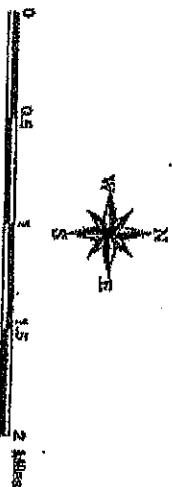


EXHIBIT 4  
ORANGE COVE

SALES TAX REVENUE  
SHARING PROPORTION

YEAR	CITY
1	$\frac{1}{2}$
2	1
3	$1\frac{1}{2}$
4	2
5	$2\frac{1}{2}$
6	3
7	$3\frac{1}{2}$
8	4
9	$4\frac{1}{2}$
10	5
11	5
12	5
13	5
14	5
15	5

TABLE 1: SALES TAX REVENUE ALLOCATION APPLICATION FY 2003-04 DATA

EXHIBIT 5

CITY	SALES TAX REVENUE 2002-2003	POPULATION JANUARY 1 2003	PER CAPITA SALES TAX REVENUE 2002-2003	SALES TAX REVENUE 2003-2004	POPULATION JANUARY 1 2004	PER CAPITA SALES TAX REVENUE 2003-2004	MEETS 50% CRITERIA 2002-2003	MEETS 50% CRITERIA 2003-2004	GROWTH OVER 1/2%	SALES TAX REVENUE GROWTH
	A	B	C	D	E	F	G	H	I	J
CLAVIS	\$11,068,774	75,977	\$145.69	\$11,890,894	80,864	\$146.29	A	A	YES	7.34%
COALINGA (1)	\$657,558	11,595	\$57.15	\$757,100	11,780	\$64.27	B	A	YES	15.14%
FIREBAUGH	\$648,373	6,172	\$105.05	\$650,376	6,595	\$65.10	A	A	NO	-13.57%
FOWLER	\$586,856	4,273	\$137.34	\$639,690	4,690	\$132.53	A	A	YES	43.09%
FRESNO	\$56,899,314	448,453	\$126.88	\$61,848,653	456,143	\$135.59	A	A	YES	8.70%
HUACON	\$133,441	6,894	\$19.36	\$147,498	6,869	\$21.16	B	B	YES	10.63%
KERMAN	\$597,099	9,993	\$59.75	\$624,057	10,665	\$58.51	A	B	YES	4.51%
KINGSBURG	\$694,097	10,489	\$66.54	\$654,516	11,157	\$58.66	B	B	YES	10.17%
MENDOTA	\$325,350	8,163	\$39.86	\$342,470	8,656	\$39.56	B	B	YES	5.25%
ORANGE COVE	\$122,038	8,739	\$13.96	\$136,415	9,255	\$14.74	B	B	YES	11.78%
PARLER	\$194,549	12,167	\$16.00	\$293,951	12,262	\$23.97	B	B	YES	51.02%
REEDLEY	\$1,357,474	21,335	\$63.63	\$1,308,719	21,753	\$60.16	A	B	NO	-3.59%
SANGER	\$1,464,559	19,894	\$73.62	\$1,513,209	20,520	\$73.74	A	A	YES	3.32%
SAN JOAQUIN	\$116,983	3,492	\$33.50	\$128,636	3,669	\$35.54	B	B	YES	8.42%
SELMA	\$3,926,954	20,982	\$187.87	\$4,096,095	21,781	\$188.06	A	A	YES	4.31%
SALES TAX REVENUE TOTAL ALL CITIES	\$78,693,530	668,448	\$117.73	\$85,130,356	668,580	\$123.99				
PER CAPITA ALL CITIES			\$117.73			\$123.99				
UNINCORPORATED POPULATION (1)		172,975			176,062					
TOTAL COUNTY POPULATION		841,423			844,642					

## SALES TAX REVENUES:

## POPULATION DATA:

COLUMNS A & D, SOURCE: STATE BOARD OF EQUALIZATION ANNUAL REPORT STATISTICAL APPENDIX; FISCAL YEAR DATA AVAILABLE IN JANUARY OF NEXT CALENDAR YEAR.

PER CAPITA SALES TAX ALL CITIES (FY 1999): SUM COLUMNS A & B, THEN DIVIDE THE COLUMN A SUMMED TOTAL BY THE COLUMN B SUMMED TOTAL. THE RESULT IS LISTED IN COLUMN C AS "PER CAPITA CITIES".

## 50% MINIMUM CRITERIA:

THE PREVIOUS CALCULATIONS ARE DIVIDED BY 2, THEN A COMPARISON OF THIS NUMBER WITH THE NUMBERS IN COLUMNS C & F IS MADE. THE RESULTS ARE REFLECTED IN COLUMNS G & H. "A" MEANS ABOVE, "B" BELOW THE CRITERIA.

## SALES TAX REVENUE GROWTH:

COLUMN I: COMPUTE PERCENTAGE GROWTH OF SALES TAX REVENUE CHANGE IN SALES TAX REVENUE IN COLUMN D COMPARED TO COLUMN A.

IF THE SALES TAX REVENUES OF THE CITY GREW BY AT LEAST 1/2%, THE RESULTS ARE REFLECTED IN COLUMN I WITH A "YES".

(1) COALINGA & UNINCORPORATED YEAR 2003 AND 2004 POPULATION ADJUSTED PER AGREEMENT DATED MARCH 23, 1999, SECTION 6. Population data for the adjustment provided by Council of Fresno County Governments.

1                                   **SECOND AMENDED AND RESTATED**  
2                                   **MEMORANDUM OF UNDERSTANDING BETWEEN**  
3                                   **THE COUNTY OF FRESNO AND THE CITY OF ORANGE CODE**

4           THIS SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
5 (hereinafter "RESTATED MOU") is made and executed by and between the COUNTY OF FRESNO, a  
6 political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the City of  
7 Orange Cove, a municipal corporation of the State of California (hereinafter referred to as "CITY).

8                                   WITNESSETH

9           WHEREAS, on March 21, 2006, COUNTY and CITY entered into a comprehensive agreement  
10 covering development, annexations, sales taxes, property taxes, and other matters, referred to as the  
11 2006 Amended and Restated Memorandum of Understanding ("2006 MOU"); and

12           WHEREAS, the 2006 MOU served in part as COUNTY's and CITY's master property tax transfer  
13 agreement under subdivision (d) of section 99 of the Revenue and Taxation Code; and

14           WHEREAS, the 2006 MOU also included provisions relating to redevelopment and included as a  
15 party the former Orange Cove Redevelopment Agency, which CITY dissolved on February 1, 2012,  
16 following the State adopted comprehensive legislation, Assembly Bill X1 26 (Stats. 2011, 1st Ex. Sess.  
17 Chp. 5), dissolving California redevelopment agencies and prohibiting further redevelopment activities  
18 under the California Community Redevelopment Law (former Health and Safety Code Section 33000 et  
19 seq.); and

20           WHEREAS, on March 9, 2021, COUNTY and CITY executed a First Amendment to the 2006  
21 MOU to accommodate extension of the 2006 MOU for one year from the expiration date of March 21,  
22 2021, and to provide additional time for both parties to complete ongoing negotiations regarding a longer-  
23 term extension; and

24           WHEREAS, the 2006 MOU is set to expire March 21, 2022; and

25           WHEREAS, COUNTY and CITY desire to make additional changes to their comprehensive  
26 agreement set forth in the 2006 MOU, and to extend the term of their comprehensive agreement for an  
27 additional 15 years; and  
28

1 WHEREAS, due to the age of the 2006 MOU and the desire to make additional changes,  
2 COUNTY and CITY have determined that it is in their best interests to entire into this RESTATED MOU,  
3 which will supersede and replace the 2006 MOU; and

4 WHEREAS, COUNTY and CITY wish to continue to work together to develop a fair and equitable  
5 approach to tax sharing and the encouragement of sound economic growth; and

6 WHEREAS, in order to encourage economic development and environmentally sound land use  
7 planning, it is important that any tax sharing among COUNTY and CITY be determined in advance and  
8 that such arrangements not be fiscally detrimental to either COUNTY or CITY; and

9 WHEREAS, COUNTY and CITY recognize the importance of COUNTY and CITY services and  
10 are prepared to cooperate in an effort to address COUNTYs and CITYs fiscal problems; and

11 WHEREAS, through annexation CITY provides the opportunity for economic growth and  
12 development to support public services for CITY and COUNTY; and

13 WHEREAS, close cooperation between COUNTY and CITY is necessary to maintain the quality  
14 of life throughout Fresno County and deliver needed services in the most cost-efficient manner to all CITY  
15 and COUNTY residents; and

16 WHEREAS, COUNTY recognizes the need for orderly growth within and adjacent to CITY and  
17 for supporting appropriate annexations and promoting the concentration of development within CITY; and

18 WHEREAS, CITY recognizes that development within CITY limits may also have the effect of  
19 concentrating revenue-generating activities within CITY rather than in unincorporated areas and that, as  
20 a result of Proposition 13 and its implementing legislation, annexation by CITY of unincorporated territory  
21 can result in a loss of revenue sources for COUNTY unless there is significant new development activity  
22 as a result of annexation; and

23 WHEREAS, annexation is appropriate where it results in the development of urban uses in  
24 response to a clearly demonstrated community demand, and it can be a valuable tool in the physical and  
25 economic development of CITY and COUNTY; and

26 WHEREAS, the parties recognize that COUNTY General Plan Goal LU-G provides that COUNTY  
27 will direct urban growth and development within the cities spheres of influence to existing incorporated  
28

1 cities and will ensure that all development in city fringe areas is well planned and adequately served by  
2 necessary public facilities and infrastructure and furthers countywide economic development goals; and

3 WHEREAS, the parties recognize that when urban growth and development is directed to cities  
4 there is a lost opportunity of development by COUNTY in the unincorporated area and that sharing of  
5 local sales and use taxes generated by such development would serve as a tool for the COUNTY to  
6 participate in receiving a share of that new revenue; and

7 WHEREAS, it is the interest of the parties to require all new urban development to pay a roughly  
8 proportionate share of the cost of urban services and infrastructure created by the development, whether  
9 it occurs in the CITY or in the adjacent unincorporated area of the CITY's sphere of influence.

10 WHEREAS, COUNTY, CITY AND AGENCY executed a Joint Powers Agreement dated March  
11 30, 1982, for the distribution of property tax increment revenue collected in subproject areas located  
12 outside City limits.

13 NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

14 ARTICLE I

15 DEFINITIONS

16 Unless the particular provision or context otherwise requires, the definitions contained in this  
17 article and in the Revenue and Taxation Code shall govern the construction, meaning, and application of  
18 words used in this RESTATED MOU.

19 1.1 "Base property tax revenues" means property tax revenues allocated by tax rate  
20 equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed  
21 in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned  
22 pursuant to this RESTATED MOU, including the amount of State reimbursement of the homeowners' and  
23 business inventory exemptions.

24 1.2 Except as provided in Section 6.1, "property tax increment" means revenue from the  
25 annual tax increment, as "annual tax increment" is defined in Section 98 of the Revenue and Taxation  
26 Code, attributable to the tax rate area for the respective tax year.

27 1.3 "Substantial development" or "substantially developed" means real property which, prior  
28 to annexation, has an improvement value to land value ratio equal to or greater than 1.25:1, as of the lien

1 date in the fiscal year in which the annexation becomes effective under the Cortese-Knox Local  
2 Government Reorganization Act, and on and after January 1, 2000, the Cortese-Knox-Hertzberg Local  
3 Government Reorganization Act of 2000.

4 1.4 "Property tax revenue" means base property tax revenue, plus the property tax increment  
5 for a given tax rate area.

6 1.5 "Tax apportionment ratio" means the tax apportionment ratio of the parties for a given  
7 fiscal year and shall be ascertained by dividing the amount determined for each party pursuant to  
8 Revenue and Taxation Code Sections 96(a) or 97(a), whichever is applicable, by that party's gross  
9 assessed value, and by then dividing the sum of the resulting tax rate equivalents of both parties into  
10 each party's tax rate equivalent to produce the tax apportionment ratio.

11 1.6 "Tax rate equivalent" means the factor derived for an agency by dividing the property tax  
12 levy for the prior fiscal year computed pursuant to Section 97 of the Revenue and Taxation Code by the  
13 gross assessed value of the agency for the prior fiscal year.

14  
15 1.7 "Effective Date" shall mean the last date that all the parties hereto execute this Amended  
16 and RESTATED MOU between COUNTY and CITY.

17 1.8 "Urban development" or "urban type development" shall mean development not allowed  
18 in areas designated Agriculture, Rural Residential or River Influence in COUNTY's General Plan or its  
19 applicable community plans as of the Effective Date of this RESTATED MOU.

## 20 21 ARTICLE II

### 22 ANNEXATIONS BY CITY

23 2.1 Any annexations undertaken by CITY following the date of the execution of this  
24 RESTATED MOU shall be consistent with both the terms of this MOU and the standards (hereinafter  
25 "The Standards" or "Standards") as set forth in Exhibit "1", attached hereto and incorporated by reference  
26 herein as if set fourth fully at this point. This RESTATED MOU shall not apply to annexations proposed  
27 by CITY which are not in compliance with its terms or which fail to meet The Standards. If a proposed  
28 annexation is not in compliance with the terms of this RESTATED MOU, including but not limited to, The

1 Standards, then the property tax exchange provisions of Article III of this RESTATED MOU shall not  
2 apply in regards to that proposed non-complying annexation. An exchange of property tax revenues  
3 between COUNTY and CITY for any such non-complying annexation shall be handled individually  
4 pursuant to subdivision (e) of Section 99 of the Revenue and Taxation Code or by the negotiation of a  
5 standalone property tax exchange agreement between COUNTY and CITY.

6       2.2 In order to encourage the orderly processing of proposed annexations, CITY shall, at least  
7 thirty (30) days prior to filing any annexation proposal with the Fresno County Local Agency Formation  
8 Commission (hereinafter "LAFCO"), notify COUNTY of its intention to file such proposal and the date  
9 upon which CITY expects such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with  
10 COUNTY to review whether its proposed annexation complies with The Standards. Within fifteen (15)  
11 days after the date COUNTY receives notice by the CITY of its annexation proposal, COUNTY shall notify  
12 CITY in writing if it has determined that the proposed annexation is inconsistent with The Standards.  
13 Upon receipt of such notification, CITY may either modify the proposal to COUNTY's specifications or  
14 adopt a resolution finding that the proposed annexation is, in CITY's determination, consistent with The  
15 Standards. If County fails to give such notice within the fifteen-day period, the annexation shall be  
16 conclusively deemed consistent with all provisions of this article and The Standards.

17       2.3 If CITY adopts a resolution making the findings described in Section 2.2, then COUNTY  
18 may challenge such findings by appropriate court action filed within thirty (30) days of receipt of written  
19 notice of the adoption of CITY's resolution. The court shall independently review the evidence and  
20 determine whether the proposed annexation is consistent with the Standards.

21       As an alternative to a judicial challenge by the COUNTY, the parties may within the aforesaid  
22 thirty (30) day period mutually agree in writing to arbitrate their dispute through proceedings conducted  
23 in accordance with the rules established by the American Arbitration Association. The parties upon  
24 agreeing to arbitrate will proceed with arbitration in a timely manner. The arbitrator hearing the matter  
25 shall independently review the evidence and determine whether the proposed annexation is consistent  
26 with The Standards.

27       Costs incurred by the prevailing party, either in court proceedings or the arbitration proceedings,  
28 shall be paid by the non-prevailing party. The parties agree that CITY shall not proceed to LAFCO with



1 the proposed annexation until the dispute is finally resolved either by court or arbitration proceedings. If  
2 CITY attempts to proceed with such proposed annexation prior to the expiration of the period in which  
3 COUNTY may file its court action or agree to arbitrate, or prior to the final conclusion of such court or  
4 arbitration proceeding, then the property tax exchange provisions of Article III of this RESTATED MOU  
5 shall not apply to that proposed annexation.

6 Notwithstanding the foregoing, the CITY may proceed to LAFCO under this RESTATED MOU if  
7 court or arbitration proceedings are not completed within thirty (30) days after the filing thereof provided,  
8 however, that LAFCO in its resolution of approval, at the request of the CITY, conditions the completion  
9 of the annexation upon the Executive Officer's prior receipt of a certified copy of the document evidencing  
10 the finality of the aforesaid court or arbitration proceedings determining that the proposed annexation is  
11 consistent with Exhibit "1" attached hereto, or alternatively, receipt of a written stipulation of the CITY and  
12 COUNTY agreeing that a master property tax agreement still exists permitting the completion of such  
13 proposed annexation. If LAFCO declines to include the aforesaid condition, or CITY fails to timely request  
14 such condition, no property tax exchange agreement as required by section 99 of the Revenue and  
15 Taxation Code shall exist between CITY and COUNTY as to that proposed annexation. If CITY  
16 nevertheless attempts to proceed with the annexation, such action on the part of the CITY shall also be  
17 deemed good cause for the COUNTY at its option to terminate this RESTATED MOU.

18 2.4 For the purpose of promoting economic development and job creation, an Alternate  
19 Standard for Annexation for industrial or regional commercial uses is hereby created. In the place of The  
20 Standards set forth in Exhibit 1, the Alternate Standard for Annexation shall apply to and govern the  
21 review of annexation proposals for industrial or regional commercial uses. Annexation proposals for  
22 industrial/regional commercial uses shall include a conceptual development plan, as described herein.  
23 The conceptual development plan shall consist of the economic objectives to be achieved, the service  
24 and financing strategy and its schedule, and shall include a map of the proposed rezoning. The  
25 conceptual development plan's schedule shall include milestones for major project components, to  
26 measure the progress of the project. Due to the complexity of such projects the development schedule  
27 for planning and implementation may reasonably require a period of from five to ten years. The  
28 annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to Section 2.2.

1 Annexation proposals that comply with the criteria of this Section 2.4 shall, be deemed to comply with  
2 Section 2.1. The annexation application to be submitted to LAFCO shall be considered complete upon  
3 adoption of the rezoning by the CITY. COUNTY and CITY agree to meet annually to review the progress  
4 toward the achievement of the economic development objectives and to identify ways to promote mutual  
5 economic development objectives. The proposed annexation made under this Alternate Standard for  
6 Annexation described in this Section 2.4 should not create islands and annexation boundaries must  
7 ultimately minimize creation of peninsulas, corridors, or other distortion of boundaries.

8 2.5 Section 2.4 shall be deemed suspended if CITY rezones an area that was annexed using  
9 the Alternate Standard for Annexation to a zone other than Industrial/Regional Commercial without  
10 COUNTY's consent.

### 11 ARTICLE III

#### 12 EXCHANGE OF PROPERTY TAX REVENUES TO BE

#### 13 MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE

14 3.1 The property tax revenues collected in relation to annexations covered by the terms of this  
15 RESTATED MOU shall be apportioned between CITY and COUNTY as set forth in Sections 3.2 and 3.3  
16 below. The parties acknowledge that, pursuant to Sections 54902, 54902.1 and 54903 of Government  
17 Code and Section 99 of the Revenue and Taxation Code, the distribution of such property tax revenues  
18 will not be effective until the revenues are collected in the tax year following the calendar year in which  
19 the statement of boundary changes and the map or plat is filed with the County Assessor and the State  
20 Department of Tax and Fee Administration.

21 3.2 In regards to the annexation of real properties which are not considered substantially  
22 developed at the time of annexation, COUNTY will retain all of its base property tax revenue upon  
23 annexation. The amount of the property tax increment for special districts whose services are assumed  
24 by CITY shall be combined with the property tax increment of the COUNTY, the sum of which shall be  
25 allocated between CITY and COUNTY pursuant to the following tax apportionment ratio:

26 COUNTY: 63%

27 CITY: 37%

28 Effective July 1, 2022 these property tax-sharing ratios shall be as shown in Exhibit "2".

3.3 In regards to the annexation of real properties which are considered substantially developed at the time of annexation, property tax revenue (base plus increment) will be reallocated as follows: a detaching or dissolving district's property tax revenue (base plus increment) shall be combined with COUNTY's and the sum of which shall be allocated between CITY and COUNTY pursuant to the ratio set forth in Section 3.2.

ARTICLE IV  
DEVELOPMENT WITHIN AND ADJACENT  
TO CITY'S SPHERE OF INFLUENCE  
AND COUNTY CAPITAL IMPROVEMENT FEES

4.1 COUNTY shall not approve any discretionary development permits for new urban development within CITY's sphere of influence unless the development shall have first been referred to CITY for consideration of possible annexation. If CITY does not, within sixty (60) days of receipt of notice from COUNTY, adopt a resolution of application to initiate annexation proceedings before LAFCO, COUNTY may approve development permits for that new urban development. COUNTY's approval shall take into consideration CITY's general plan and be consistent with COUNTY's general plan policies, provided, that the development is orderly and does not result in the premature conversion of agricultural lands.

4.2 Within the CITY's sphere of influence, COUNTY shall require compliance with development standards that are comparable to CITY's and charge fees reflecting the increased administrative and implementing cost where such CITY standards are more stringent than COUNTY's. These requirements shall apply to discretionary development applications approved by COUNTY. For purposes of this Agreement, "discretionary development applications" shall mean General Plan Amendments, Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits, Director Review and Approvals, and Variances.

4.3 CITY development fees shall be charged for any discretionary development applications to be approved by the COUNTY within CITY's sphere of influence. To establish or amend CITY development fees, CITY shall conduct a public hearing and notify property owners in accordance with State Law. At the conclusion of that hearing, CITY shall adopt a resolution describing the type, amount,

1 and purpose of CITY fees to be requested for COUNTY adoption.

2 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption of the fees.  
3 CITY shall include a draft ordinance for COUNTY's adoption with appropriate supporting documentation  
4 or findings by the CITY demonstrating that the fees comply with the Mitigation Fee Act (Section 66000,  
5 and following, of the Government Code) and other applicable State Law requirements. CITY fees may  
6 also include CITY's and COUNTY's increased administrative costs and inspection charges, provided  
7 those costs similarly comply with the Mitigation Fee Act and other applicable State Law requirements.

8 4.5 COUNTY shall collect the applicable CITY development fees for infrastructure and  
9 facilities at the time of final map approval or issuance of building permits as established by the fee  
10 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY evidencing the  
11 payment of the fees directly to CITY, or written confirmation by CITY that fees are inapplicable. If  
12 COUNTY imposes and collects fees on behalf of CITY, COUNTY shall transfer the fees to CITY at the  
13 earliest time legally permitted.

14 4.6 CITY shall give COUNTY at least thirty (30) days notice before implementing any new  
15 fees or an amendment to existing fees. Notwithstanding this Section 4.6, or any other provision of this  
16 MOU, CITY shall be solely responsible for determining the amount of the fees and setting them in  
17 accordance with law. This Section 4.6 shall not be construed as a representation by COUNTY as to the  
18 propriety of the fees or the procedures used in setting them.

19 4.7 CITY shall hold harmless, defend and indemnify the COUNTY from all claims, demands,  
20 litigation of any kind whatsoever arising from disputes relating to the fees, the enactment of or the  
21 collection of CITY development fees.

22 4.8 If COUNTY adopts capital improvement fees, CITY shall require that an applicant for any  
23 land use entitlement or permit within CITY shall pay all COUNTY, public improvement fees applicable to  
24 the entitlement or permit on behalf of the COUNTY. At the COUNTY's request, CITY shall either timely  
25 impose and collect all such fees or shall require the applicant to present a voucher issued by COUNTY  
26 evidencing the payment of fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate  
27 the impact of development on required COUNTY facilities and services including, but not limited to, the  
28 criminal justice system, health, social services, parks, transportation and library. If CITY imposes and

1 collects fees on behalf of COUNTY, CITY shall transfer the fees to COUNTY at the earliest time legally  
2 permissible to do so. COUNTY may impose new fees and amend existing fees from time to time in its  
3 sole discretion. COUNTY shall give CITY at least thirty (30) days notice before implementing any new  
4 fees or an amendment to existing fees. Notwithstanding this Section 4.8, or any other provision of this  
5 RESTATED MOU, COUNTY shall be solely responsible for determining the amount of the fees and  
6 setting them in accordance with law. This Section 4.8 shall not be construed as a representation by CITY  
7 as to the propriety of the fees or the procedures used in setting them. If COUNTY imposes capital  
8 improvement fees and CITY collects capital improvement fees on behalf of COUNTY, this RESTATED  
9 MOU serves as a joint powers agreement under Chapter 5 of Division 7 of Title 1 (commencing with  
10 Section 6500) of the Government Code for the purpose of CITY's collection of capital improvement fees  
11 on behalf of COUNTY.

12 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all claims, demands,  
13 litigations of any kind whatsoever arising from disputes relating to the enactment or collection of COUNTY  
14 capital improvement fees.

15 4.10 COUNTY shall support urban unification and consolidation of urban services. To this end,  
16 COUNTY shall oppose the creation of new governmental entities within CITY's sphere of influence,  
17 except for such entities that may be necessary to address service requirements that cannot be addressed  
18 by annexation to CITY. CITY and COUNTY will support transition agreements with current service  
19 providers which recognize the primary role of cities as providers of urban services and where current  
20 service providers have participated in service master planning.

21 4.11 Within CITY's sphere of influence and for the two-mile area beyond that sphere of  
22 influence, COUNTY and CITY agree that, in the early stages of preparation of zone changes, circulation  
23 proposals and general plan amendments for new urban development, they shall consult and formally  
24 notify at the staff level in such fashion as to provide meaningful participation in the policy formulation  
25 process, and shall likewise consult on other policy changes which may have an impact on growth or the  
26 provision of urban services. CITY shall also be given the opportunity to respond to COUNTY before the  
27 final document is prepared for presentation to COUNTY's Planning Commission. COUNTY agrees that  
28 it will solicit comments from CITY in the preparation of any Initial Study required by the California

1 Environmental Quality Act undertaken within the area. If CITY determines such urban development may  
2 have a significant effect on the environment, the COUNTY shall require an Environmental Impact Report  
3 to be prepared if a fair argument can be made in support of the CITY's finding.

4 Notwithstanding anything to the contrary herein, because of state-mandated directives, including  
5 without limitation, the state Regional Housing Needs Allocation, COUNTY may consider approval of  
6 urban development in areas that are not currently planned for urban development, in order to meet its  
7 obligations under a state-mandated directive.

8 4.12 Any change in the CITY's sphere of influence proposed by either COUNTY or CITY which  
9 would modify the area depicted in Exhibit "3" requires the mutual consultation of both parties prior to  
10 submission to LAFCO.

## 11 ARTICLE V

### 12 IMPLEMENTATION OF SALES TAX

#### 13 REVENUE COLLECTION

14 5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division  
15 2, of the Revenue and Taxation Code (commencing with Section 7200), CITY shall, concurrent with the  
16 execution of this RESTATED MOU, amend its local sales and use tax ordinance, as needed, to comply  
17 with the terms of this RESTATED MOU. The amendment of CITY's sales and use tax ordinance  
18 (hereinafter referred to as "Ordinance Amendment") described in this Section 5.1 shall be timely  
19 forwarded to the State Department of Tax and Fee Administration so that it will become operative as of  
20 the first July 1 following the CITY reaching the threshold forth in subsections 5.2.1 and 5.2.2. The  
21 Ordinance Amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a  
22 portion of the sales and use tax revenues generated within the incorporated areas of CITY in accordance  
23 with the applicable rate set forth on Exhibit 4", attached hereto and incorporated by reference as if set  
24 forth fully at this point. The format of this amendment by CITY to its local sales and use tax ordinance  
25 shall likewise provide as a credit against the payment of taxes due under such ordinance, an amount  
26 equal to any sales and use tax due to COUNTY.

27 5.2 Except as otherwise provided herein, CITY further agrees that the Ordinance Amendment  
28 shall likewise provide for the periodic reallocation of additional sales tax revenues generated within the

1 incorporated areas of CITY in accordance with the schedule set forth on Exhibit "4". Each subsequent  
2 incremental adjustment shall go into effect at the commencement of the fiscal year indicated. These  
3 periodic adjustments shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect that  
4 portion of the sales and use tax revenues generated within the incorporated areas of CITY equal to the  
5 applicable percentage as specified in Exhibit "4". These periodic adjustments shall automatically go into  
6 effect provided that:

7       5.2.1       CITY receives sales tax revenues per capita in an amount greater than fifty percent  
8       (50%) of the sales tax revenue per capita collected by all Fresno County cities when taken as  
9       a group during the most recent fiscal year for which State Department of Tax and Fee  
10      Administration Information is available, then it hereby agrees to reallocated sales tax revenues  
11      with COUNTY beginning in fiscal year 2021-22 in accordance with the provisions of this article;  
12      and

13      5.2.2       CITY's annual sales tax revenue information is available for the State Department  
14      of Tax and Fee Administration allows City to reallocate sales tax revenue at the percentage  
15      designated in Exhibit "4" and still have a net increase in its remaining sales tax revenue when  
16      compared with the fiscal year immediately preceding the fiscal year described above. The  
17      periodic phase in of sales tax reallocation described herein shall be delayed from year-to-year  
18      if CITY falls below the sales tax reallocation threshold as identified in Section 5.2. In those  
19      years in which CITY does not meet the sales tax reallocation threshold, CITY's sharing  
20      proportion shall continue at the same rate as in the last year in which CITY met or exceeded  
21      the threshold. When, in a subsequent year, CITY again meets or exceeds the threshold, the  
22      sharing proportion of CITY shall be at the next higher sharing proportion shown on Exhibit "4",  
23      and the annual phase-in shall continue therefrom.

24      5.3       The Ordinance Amendment is intended to reduce CITY's sales tax rate from its then-  
25      existing level to a level which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue  
26      collecting those amounts set forth in the previous provisions of this article as well as the applicable  
27      percentages set forth on Exhibit "4". In addition, each periodic adjustment is intended by the parties to  
28      enable COUNTY to collect an amount equivalent to the applicable percentage specified in Exhibit "4".

1           5.4     Whenever CITY proposes an annexation of unincorporated territory which generates  
2 "substantial sales tax revenue" (as defined in this section 5.4 below) for COUNTY, CITY, agrees to further  
3 amend its local sales and use tax ordinance as set forth in this section. Notwithstanding the language of  
4 subsections 5.2.1 and 5.2.2, this additional amendment shall become operative no later than the  
5 commencement of the next calendar quarter following the date upon which such annexation is certified  
6 as complete by the Executive Officer of LAFCO. This additional amendment shall decrease CITY's sales  
7 tax rate to yield an amount of substantial sales tax revenue being collected by COUNTY in the area to  
8 be annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding percentage which  
9 shall continue to accrue to COUNTY throughout the term of this RESTATED MOU. Any such additional  
10 amendment made by CITY pursuant to this section shall be cumulative and likewise preserve intact any  
11 periodic adjustments previously implemented pursuant to this RESTATED MOU. Further, CITY agrees  
12 that it shall not split or separate areas into smaller annexations for the purpose of, or having the effect of,  
13 creating an annexation or annexations which, individually, do not generate substantial sales tax revenue,  
14 but which would generate such revenue if combined. For purposes of this article, the term "substantial  
15 sales tax revenue" shall be defined as sales tax revenue derived from taxable sales in the area annexed  
16 equal to at least:

17           5.4.1   If only information for less than one fiscal year exists, then \$100,000 in taxable  
18 sales in the most recent quarter for which such information from the State Department of  
19 Tax and Fee Administration is available in writing or electronic or magnetic media, and  
20 projected to a full four quarters, at least  
21 \$400,000 in taxable sales.

22           5.4.2   If information for one or more years exist, then \$400,000 in taxable sales in the  
23 most recent year for which such information from the State Department of Tax and Fee  
24 Administration is available in writing or electronic or magnetic media.

25           5.5     If CITY fails to amend its sales tax ordinance as provided in section 5.1, or if the Ordinance  
26 Amendment fails to provide for the periodic reallocation of additional sales tax revenues as provided in  
27 section 5.2, the subsections therein, and Exhibit "4", or if CITY fails to further amend its sales tax  
28 ordinance upon the annexation of unincorporated territory which generates substantial sales tax revenue



1 for COUNTY as provided in section 5.4, or if CITY splits or separates areas into smaller areas as  
2 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and, in particular, no  
3 master property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and  
4 Taxation Code, shall exist between CITY and COUNTY.

5 5.6 CITY and COUNTY further agree that the annual report of the State Department of Tax  
6 and Fee Administration and the Department of Finance Annual Population Estimates shall be used as  
7 the data source for the purpose of calculating the per capita sales tax revenue pursuant to this  
8 RESTATED MOU.

9 5.7 Application of the formula to be used in the allocation of revenues pursuant to section 5.2  
10 is illustrated in Exhibit "5", attached hereto and incorporated by reference herein as if set forth fully at this  
11 point.

## 12 ARTICLE VI

### 13 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

14 6.1 COUNTY recognizes that certain revenue reallocated to it by this RESTATED MOU would  
15 otherwise have been appropriated by CITY to meet demands for services. In light therefore, COUNTY  
16 agrees to use such new revenue in order to maintain levels of COUNTY services that are supportive of  
17 CITY services, unless the Federal or state governments materially reduce the level of funding for such  
18 services. Examples of such COUNTY services include, but are not limited to, the criminal justice system,  
19 public health, and other similar services.

20 6.2 7 CITY agrees to continue enforcement of laws which result in the collection of fines and  
21 forfeitures.

## 22 ARTICLE VII

### 23 COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

24 7.1 CITY and COUNTY agree to work jointly for state legislation and appropriations that would  
25 improve the fiscal condition of both CITY and COUNTY.

## 26 ARTICLE IX

### 27 GENERAL PROVISIONS

28 8.1 Term of MOU

1 This RESTATED MOU shall commence as of the date of execution by COUNTY and CITY and  
2 shall remain in effect for a period of fifteen (15) years, unless terminated prior to that time by mutual  
3 agreement of the parties or as otherwise provided by the RESTATED MOU.

4 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative  
5 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of  
6 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the  
7 intentions of the parties as expressed in this RESTATED MOU, then in such event, this entire RESTATED  
8 MOU, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this  
9 RESTATED MOU, shall immediately be of no force and effect and, in particular, no property tax exchange  
10 agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the CITY  
11 and COUNTY as to unincorporated property.

#### 12 8.2 Geographic Application of RESTATED MOU

13 This RESTATED MOU shall apply only to the areas identified as the City of Orange Cove's Sphere  
14 of Influence and the Future Growth Areas as depicted in Exhibit 3. This RESTATED MOU shall not apply  
15 to any sphere of influence beyond the area depicted in Exhibit 3 unless and until the parties mutually  
16 agree to amend this RESTATED MOU.

#### 17 8.3 Termination Due to Changes in Law

18 The purpose of this RESTATED MOU is to alleviate in part the revenue shortfall experienced by  
19 COUNTY which may result from CITY's annexation of revenue-producing or potentially revenue-  
20 producing properties located within the unincorporated area of COUNTY. The purpose of this RESTATED  
21 MOU is also to enable CITY to proceed with territorial expansion and economic growth consistent with  
22 the terms of existing law as mutually understood by the parties as well as to maximize each party's ability  
23 to deliver essential governmental services. In entering into this RESTATED MOU, the parties mutually  
24 assume the continuation of the existing statutory scheme for the distribution of available tax revenues to  
25 local government and that assumption is a basic tenet of this RESTATED MOU. Accordingly, it is mutually  
26 understood and agreed that this RESTATED MOU may, by mutual agreement be terminated should  
27 changes occur in statutory law, court decisions or state administrative interpretations which negate the  
28 basic tenets of this RESTATED MOU.

1       8.4    Modification

2       This RESTATED MOU and all of the covenants and conditions set forth herein may be modified  
3 or amended only by a writing duly authorized and executed by COUNTY and CITY.

4       8.5    Enforcement

5       COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or  
6 each other or their future governing bodies in the exercise of their discretionary legislative power.  
7 However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes  
8 hereof, if necessary by administrative action independent of ordinances, and that this RESTATED MOU  
9 may be enforced by injunction to the extent allowed by law.

10      8.6    Entire Agreement and : Supersession

11      With respect to the subject matter hereof, this RESTATED MOU supersedes any and all previous  
12 negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between  
13 COUNTY and CITY except as otherwise provided herein.

14      8.7    Notice

15      All notices, requests, certifications or other correspondence required to be provided by the parties  
16 to this RESTATED MOU shall be in writing and shall be delivered by first class mail or an equal or better  
17 form of delivery to the respective parties at the following addresses:

18            COUNTY

19            County Administrative Officer  
20            County of Fresno  
21            Hall of Records, Room 300  
22            2281 Tulare Street  
23            Fresno, CA 93721

CITY

            City Manager  
            City of Orange Cove  
            City Hall  
            633 Sixth Street  
            Orange Cove, CA 93646

24      8.8    Renegotiation

25      If COUNTY enters into an agreement or memorandum of understanding, which includes a master  
26 property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and Taxation Code,  
27 with another city that has terms and conditions more favorable in the aggregate to that city than those  
28 terms and conditions contained herein, COUNTY agrees that it will negotiate such terms and conditions  
upon written request from CITY, with the intent of offering that more favorable agreement. Negotiations  
shall conclude thirty (30) days from the date of receipt of notice by COUNTY and, if agreement is

1 tentatively reached during that period, the legislative bodies of the parties shall approve any such  
2 amendment within thirty (30) days following the date of the tentative agreement. COUNTY and CITY are  
3 not required to reach agreement.

#### 4 8.9 Notice of Breach

5 Prior to this RESTATED MOU being terminated as expressly provided in Sections 5.5, 6.2.2 and  
6 9.1, COUNTY shall provide notice to CITY of such breach, and CITY shall comply with the terms and  
7 conditions of this RESTATED MOU within thirty (30) days of receipt of notice. If CITY fails to timely  
8 comply this RESTATED MOU shall terminate as provided herein. During the thirty (30) day notice period  
9 and until CITY certifies in writing that they are in compliance and COUNTY agrees in writing, no property  
10 tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist  
11 between COUNTY and CITY with respect to any pending annexations.

12 In like manner the CITY and AGENCY shall give COUNTY thirty (30) days written notice and  
13 opportunity to cure any alleged breach of the RESTATED MOU on the part of the COUNTY.

#### 14 8.10 No Waiver of Government Claims Act

15 For all claims arising from or related to this RESTATED MOU, nothing in this RESTATED MOU  
16 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
17 including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with  
18 section 810).

#### 19 8.11 Governing Law and Venue

20 This RESTATED MOU shall be administered and interpreted under the laws of the State of California.  
21 Jurisdiction of litigation arising from this RESTATED MOU shall only be in California. Any action brought  
22 to interpret or enforce this RESTATED MOU, or any of the terms or conditions hereof, shall be brought  
23 and maintained in the Fresno County Superior Court.

#### 24 8.12 Authorization to Execute

25 COUNTY and CITY each represent and warrant that the individuals signing this RESTATED MOU  
26 are duly authorized to do so by their respective legislative bodies and that their signatures on this  
27 RESTATED MOU legally bind COUNTY and CITY to the terms of this RESTATED MOU.

#### 28 8.13 Counterparts

1 This RESTATED MOU may be signed in counterparts, each of which is an original, and all of  
2 which together constitute this RESTATED MOU.

3 (Signature page follows.)  
4  
5  
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28

1  
2 IN WITNESS WHEREOF, the parties hereto have executed this RESTATED MOU in the County  
3 of Fresno, State of California, on the last date set forth below.  
4

5 County of Fresno, a Political  
6 Subdivision of the State of California  
(COUNTY)

City of Orange Cove, a Municipal  
Corporation of the State of California (CITY)

7  
8 By: \_\_\_\_\_  
9 Steve Brandau, Chairman of the  
Board of Supervisors of the County of Fresno

By: \_\_\_\_\_  
Victor P. Lopez, Mayor, City of Orange Cove

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

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

11 **Attest:**

12 Bernice E. Seidel  
13 Clerk of the Board of Supervisors  
14 County of Fresno, State of California  
Clerk to the Board of Supervisors

**Attest:**

June V. Lopez-Bracamontes  
City Clerk

15 By: \_\_\_\_\_  
16 Deputy

By: \_\_\_\_\_  
June V. Lopez-Bracamontes, City Clerk  
City of Orange Cove

Rudy Hernandez, Interim City Manager

20 By: \_\_\_\_\_  
21 Rudy Hernandez, Interim City Manager  
22 City of Orange Cove

23 Approved as to Legal Form  
24 City Attorney, City of Orange Cove

25 By: \_\_\_\_\_  
26 Dan McCloskey, City Attorney  
27 City of Orange Cove  
28

EXHIBIT 1  
STANDARDS FOR ANNEXATION

- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
  1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
  2. Development exists that requires urban services which can be provided by the City.
  3. If no development requiring urban services exists, at least 25% of the area proposed for annexation has:
    - (a) Approved tentative subdivision map (single-family residential)
    - (b) Approved site plan (for uses including multi-family )
  4. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.
  5. The annexation includes the full width of road right-of-way along the annexation boundary and does not result in the creation of bypassed segments of existing road rights-of-way.
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances listed below, a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island, substantially surrounded area, or otherwise address existing peninsulas and/or irregular boundaries.

**Commented [JB1]:** Delete. This section is already addressed in Section 2.4 of Article II (alternate standard of annexation for regional commercial/industrial).

## EXHIBIT 2

Effective July 1, 2021, the property tax sharing ratios shall continue as follows:

County	City	Effective Date
63.0%	37.0%	July 1, 2022
63.0%	37.0%	July 1, 2023
63.0%	37.0%	July 1, 2024
63.0%	37.0%	July 1, 2025
63.0%	37.0%	July 1, 2026
63.0%	37.0%	July 1, 2027
63.0%	37.0%	July 1, 2028
63.0%	37.0%	July 1, 2029
63.0%	37.0%	July 1, 2030
63.0%	37.0%	July 1, 2031
63.0%	37.0%	July 1, 2032
63.0%	37.0%	July 1, 2033
63.0%	37.0%	July 1, 2034
63.0%	37.0%	July 1, 2035
63.0%	37.0%	July 1, 3036



## TULARE COUNTY



City of Orange Cove City Limits

City of Orange Cove Sphere of Influence

**Future Growth Area 1,034.35 Acres**



**Department of Public Works and Planning  
Development Services Division**

ONWARDS. 49 pages

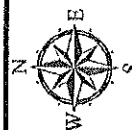


EXHIBIT 4

Effective July 1, 2021, the Sales Tax Revenue Sharing Proportion shall continue as follows:

YEAR	CITY
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
11	5%
12	5%
13	5%
14	5%
15	5%

# EXHIBIT 5

Table 1: Sales Tax Revenue Allocation Application FY 2018-19 Data

City	Sales Tax Revenue		Population		Per Capita Tax Revenue		Sales Tax Revenue		Population		Per Capita Tax Revenue		Meets 50% Criteria		Meets 50% Criteria		Growth over 1/2%		Sales Tax Revenue Growth	
	2017 - 2018	A	January 1, 2018	B	2017 - 2018	C	2018 - 2019	D	January 1, 2019	E	2018 - 2019	F	2017 - 2018	G	2018 - 2019	F	2017 - 2018	I	2018 - 2019	J
Clovis	\$ 20,088,192		113,501		\$ 176.99		\$ 21,398,962		116,609		\$ 183.51		A		A		A	Yes		6.53%
Coalinga	\$ 795,842		16,516		\$ 48.19		\$ 946,569		16,944		\$ 55.86		B		B		B	Yes		18.94%
Firebaugh	\$ 887,447		7,893		\$ 112.43		\$ 825,341		7,980		\$ 103.43		A		A		A	No		-7.00%
Fowler	\$ 1,290,773		6,161		\$ 209.51		\$ 1,415,099		6,220		\$ 227.51		A		A		A	Yes		9.63%
Fresno	\$ 86,000,524		536,593		\$ 160.27		\$ 91,798,987		542,012		\$ 169.37		A		A		A	Yes		6.74%
Huron	\$ 174,745		7,281		\$ 24.00		\$ 182,158		7,302		\$ 24.95		B		B		B	Yes		4.24%
Kerman	\$ 1,913,749		15,335		\$ 124.80		\$ 1,981,109		15,767		\$ 125.65		A		A		A	Yes		3.52%
Kingsburg	\$ 975,836		12,397		\$ 78.72		\$ 1,141,664		12,551		\$ 90.96		A		A		A	Yes		16.99%
Mendota	\$ 611,472		12,201		\$ 50.12		\$ 674,507		12,278		\$ 54.94		B		B		B	Yes		10.31%
Orange Cove	\$ 176,743		9,443		\$ 18.72		\$ 225,323		9,460		\$ 23.82		B		B		B	Yes		27.49%
Parlier	\$ 424,544		15,460		\$ 27.46		\$ 444,697		15,638		\$ 28.40		B		B		B	Yes		4.75%
Reedley	\$ 1,687,854		25,797		\$ 65.43		\$ 1,755,297		25,873		\$ 67.84		B		B		B	Yes		4.00%
Sanger	\$ 2,320,656		26,418		\$ 87.84		\$ 2,325,388		27,005		\$ 86.11		A		A		A	No		0.20%
San Joaquin	\$ 185,302		4,124		\$ 44.93		\$ 252,989		4,144		\$ 61.05		B		B		B	Yes		36.53%
Selma	\$ 5,515,388		24,327		\$ 226.72		\$ 6,482,913		24,402		\$ 265.67		A		A		A	Yes		17.54%

Sales Tax Revenues: Columns A & D. Source: State Board of Equalization Annual Report Statistical Appendix, Fiscal Year Data Available in January of Next Calendar Year

Population Data: Columns B & E. Source: Source State Department of Finance January 1, Population Estimates; Available in May of that Calendar Year

Per Capita Sales Tax All Cities (FY 2017-18) Sum Columns A & B. Then divide the column A summed total by the column B summed total. The Result is listed in Column C as "Per Capita Cities"

Per Capita Sales Tax All Cities (FY 2018-19) Sum Columns D & E. Then divide the column D summed total by the column E summed total. The Result is listed in Column F as "Per Capita Cities"

50% Minimum Criteria: The Previous Calculations divided by 2. Then a comparison of this number with the numbers in columns C & F is made. Results are reflected in columns G & H. "A" means above, "B" Below the Criteria.

Sales Tax Revenue Growth: Column J: Compute percentage growth of Sales Tax Revenue Change in Sales Tax Revenue in Column D compared to Column A.

Growth Criteria: If the Sales Tax Revenues of the city grew by at least 1/2%, the results are reflected in column I with a "Yes"



**ANNUAL INDEPENDENT AUDIT SERVICE  
FOR FISCAL YEARS  
2020-21 THROUGH 2022-23**

The City of Orange Cove invites proposals from qualified firms of certified public accountants to perform its Annual Independent Audit for the fiscal years ending June 30, 2021 through June 30, 2023 with the option to extend the engagement for a fourth and fifth year.

Detailed specifications explaining the scope of work are attached for your information. To be considered for these engagements, your firm must meet the qualifications and satisfy the requirements set forth in the RFP

Five (5) copies of the proposal must be submitted to the City Clerk, City of Orange Cove, 633 Sixth Street, Orange Cove, CA 93646, no later than 3:00 PM, Tuesday, December 28, 2021. Fee information should be enclosed in a separate envelope.

**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

**CITY OF ORANGE COVE  
REQUEST FOR PROPOSAL FOR AUDIT SERVICES**

**A. INTRODUCTION**

The City of Orange Cove is requesting proposals from qualified firms of certified public accountants for audit services for the fiscal years ending June 30, 2021 through June 30, 2023, with the option of extending the engagement for an additional two years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the Government Auditing Standards as issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments.

Proposals will be accepted from parties that:

1. Are free of all obligations and interests that might conflict with the best interest of the City of Orange Cove.
2. Have the capacity to provide the services on a timely basis. The audit engagement must be completed and opinion issued by December 1, and each contracted audit year thereafter.

The City of Orange Cove will not be liable for any costs incurred in preparing proposals or associated travel costs. The proposer shall furnish the City with such additional information as the City may reasonably require. The City reserves the right to conduct pre-contract negotiations with any or all potential proposers.

The proposals will be evaluated by City staff and an auditor recommendation will be made to the City Council of the City of Orange Cove. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The contract will begin when awarded by the City Council. The contract will begin upon award.

**B. DESCRIPTION OF THE GOVERNMENT**

1. Orange Cove is a city located in Fresno County, California and incorporated in 1948 and has a population of 9,581. Orange Cove is a comfortable agricultural community located along the eastern foothills of the Sierra Nevada Mountains. Located within 4 hours drive of the San Francisco Bay and Los Angeles basin areas, the City lies 35 miles southeast of Fresno and a 30 minute drive east of Freeway 99 in Central California.

## 2. FUND STRUCTURE

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u>
General Fund	1
Special Revenue Funds	22
Debt Service Funds	1
Capital Projects Funds	3
Enterprise Funds	3
Successor Agency	1
Account Groups	2

### C. SCOPE OF AUDIT

The City desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

The City also desires the auditor to express an opinion on the fair presentation of its combining and individual fund statements and schedules in conformity with generally accepted accounting principles. The auditor is to provide an "in-relation to" report on the supporting schedules based on auditing procedures applied during the audit of general-purpose financial statements and the combining and individual fund financial statements schedules.

The City also complies with the OMB (Office of Management and Budget) Circular A-133, Audit of State of Local Governments, which requires an audit be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. The audit must cover the entire operations of the City and must determine whether: (1) the financial statements present fairly its financial operations in accordance with GAAP, (2) the organization has internal accounting and other control systems to provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations and (3) the organization has complied with laws and regulations that may have material effect on its financial statements and on each major Federal Assistance program.

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth by

the Comptroller General of the United States Government Auditing Standards, the provisions of the Single Audit Act and the provisions of OMB Circular A-133, Audits of State and Local Governments.

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.

A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

A report on procedures applied to appropriations limit worksheets.

A report on compliance with requirements applicable to each major program, internal control over compliance and on the schedule of expenditures of federal awards in accordance with OMB Circular A-133

Any other reports not stated herein but which may be required by the Comptroller General, of the Government Auditing Standards or U.S. Office of Management and Budget regarding single audits.

In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.

Management is not aware of any unusual circumstances warranting an extended scope beyond that called for above. If in due course of the examination and it is warranted, the auditor shall agree to provide the City with all ascertainable facts relative to such circumstances. An estimate of additional services required, and the additional cost shall be provided, so contract modifications may be completed before additional you commence with such extended examination.

### C. AUDITING STANDARDS

The examination shall be made in accordance with generally accepted auditing standards as adopted by the membership of the AICPA (American Institute of Certified Public Accountants) and with the Single Audit Act, in accordance with OMB Circular A-133.

### D. AUDIT ASSISTANCE

The Finance Department staff, and responsible management personnel will be available during the audit to assist the auditors by providing information, documentation and explanations. The auditors will be expected to coordinate their services with the Finance Director and should endeavor to accomplish the audit on a phased basis throughout the year to reduce the year-end workload on the City's staff.

The auditors should be aware of and provide guidance (if necessary) in the proper implementation of new GASB pronouncements.

### E. DELIVERABLES

The independent auditing firm shall provide a photo ready electronic pdf version of the Audit Report to the Finance Department on or before December 1<sup>st</sup> of each year. Additionally, the independent auditing firm shall provide electronic pdf versions of such documents as GANN, Management Letter and Single Audit.

### F. INFORMATION REQUESTED FROM THE PROPOSER

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below:

1. Title Page  
Show the RFP subject, the name of the proposer firm, local address, telephone number, name of contact person and date.
2. Table of Contents  
Clearly identify the material by section and page number.
3. Letter of Transmittal (limit of one or two pages)
  - a. Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work within the time period.
  - b. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.



4. Profiles of the Proposer

- a. State whether the firm is national or international
- b. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at the office.
- c. Describe the range of activities performed by the local office such as: audit, accounting, tax service or management services.
- d. Describe the local office's computer capability.
- e. Describe the firm's participation in the "peer review" program. Provide the date and extent of the local office's last participation.

5. Summary of Proposer's Qualifications (in addition to minimum qualifications).

- a. Identify the partners, seniors, managers and supervisors who will work on the audit, including staff from other than the local office. Include the resumes for each supervisory person to be assigned to the audit. The resumes may be included as an appendix.
- b. Describe recent auditing experience similar to the type of audit requested. Specifically, address experience related to the audit of:
  - 1. Municipalities complying with OMB Circular A-133.
  - 2. Federal and State Grant programs.
  - 3. Describe the engagement team experience and capabilities to assist government bond reporting requirements.
  - 4. Describe the professional activities of your firm or of the staff members who support your commitment to governmental accounting.
  - 5. Describe any regulatory action taken against your firm or local office.
  - 6. Give names, addresses and telephone numbers of five current and former municipal audit clients served by your local office within the past five years. Include the type of services performed, dates and

length of service for each.

6. Scope Section

- a. Clearly describe the scope of the required services to be provided. In addition to services included for the examination, specific reference must be made to the requirements of OMB Circular A-133.
- b. The auditors shall familiarize themselves with and comply with the provision of any and all federal, state and county orders, statutes, ordinances, charters, bond covenants, administrative code and orders, rules and regulations that pertain to the work required in the engagement.

7. Audit Fees

The City requests that a statement of maximum cost be made for the annual audit as set for the audit scope. All other expenses, including typing, clerical and printing costs, should be included in the total audit fee. Unusually high or low fees may affect ratings. The proposal must be on a fixed fee basis inclusive of all expenses and allocated as follows:

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
a. City of Orange Cove	_____	_____	_____
b. Single Audit	_____	_____	_____
c. Prep of State Controller's Report	_____	_____	_____

Percent Modification for  
Fourth Year, if Extended

Percent Modification for  
Fifth Year, if Extended

Include a schedule of hourly charges for principals and staff to be used as a basis for audit costs that are extra ordinary to the scope of the proposal.

The audit fee schedule must be submitted in a separate envelope. Only one copy is necessary.

## F. EVALUATION OF PROPOSALS

Proposals will be evaluated by City Staff to ascertain which proposer best meets the need of the City. Factors to be considered are:

1. The proposal's responsiveness in clearly stating the understanding of the work to be performed.
2. The firms' technical support.
3. The audit team's experience and professional activities and independence.
4. The firm's size and structure.
5. The anticipated support requirements of City staff showing personnel class and hours expected.
6. Although a significant factor, the audit fee may not be the dominant factor. Cost will be a particularly important factor when all other evaluating criteria are relatively equal.

All proposals will be evaluated by first using the criteria of factors 1 through 5. After the top candidates have been selected using this criteria, a final decision will be made based upon the audit fee proposals. Oral interviews may be arranged anytime during the selection process to assist in making the final decision.

The City reserves the right to select a firm on any combination of price, experience in auditing governmental agencies, references and other features that are deemed to be in the best interests of the City. All factors will be considered in the selection process.

## G. ADDITIONAL INFORMATION AND CONTACT

1. The submission of a proposal shall be prima face evidence that the proposer has full knowledge of the scope, nature, quantity and quality of work to be performed.
2. The City will not be liable for any costs not included in the proposal and subsequent contracted-for costs.
3. The City reserves the right to conduct personal interviews of any or all proposers prior to selection.

4. The City reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in the procedures.
5. The contracting firm shall make itself available to the City Council and management to answer questions related to audit findings.
6. Compensation for the conduct of audit service will be paid upon submission of progress billings and of a final billing, along with the required reports.
7. The successful proposer will be required to sign the standard City Professional Services Agreement, including meeting the City's minimum insurance requirements.
8. City staff requests that, once proposals have been submitted, no unsolicited contact and/or discussions concerning these proposals be made prior to the evaluation of all proposals.
9. The total audit staffing should be at a level sufficient to complete the audit in the time scheduled and specified in the RFP. In addition, the audit staff should remain constant through each year's audit process. At least one staff member from the prior year's audit is to be a member of the subsequent year's audit team.

The contact person for additional information and requests will be:

Rudy Hernandez  
Interim City Manager/Financial Consultant  
City of Orange Cove, CA.93646  
559-626-4488 Ext.216  
rudy@cityoforange Cove.com

Only proposals received in the City of Orange Cove, 633 Sixth Street, Orange Cove, California, 93646 by 3:00 p.m. bid opening date (December 29, 2021) will be considered.

RFPs to be mailed 12/9/2021

Potential Audit Firms:

Mr. Vance Elmore  
Brown Armstrong, Certified Public Accountants  
4200 Truxtun Ave., Suite 300  
Bakersfield, CA 93301

Mr. Greg Fankhanel  
Teaman, Ramirez, and Smith  
4201 Brockton Ave., Ste #100  
Riverside, CA 92501

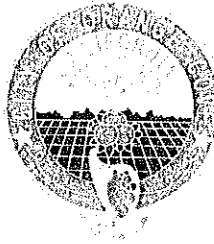
Mr. Rich Kikuchi  
Lance, Soll and Lunghard CPA , LLP  
203 N Brea Blvd, Ste 203  
Brea, CA 92821

Robert T. Dennis, CPA  
12223 Highland Avenue, Suite #106-625  
Rancho Cucamonga, CA 91739

Mr. Scott Manno  
Rogers, Anderson, Malody & Scott, LLP  
735 E. Carnegie Drive, Suite 100  
San Bernardino, CA 92408

Mr. Bryant L. Jolley, CPA  
901 N. Street, Suite 104  
Firebaugh, CA 93622

Mr. Eden Casareno  
Eadie & Payne LLP, CPAs  
1839 W. Redlands Blvd.  
Redlands, CA 92373



**Date:** December 8, 2021  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Review and Discussion of City's Dental Insurance Program  
**Attachments:** Resolution No.2018-19.

**BACKGROUND:**

On March 14, 2018, the City Council adopted Resolution No.2018-19 which added the following paragraph (3<sup>rd</sup> Paragraph of resolution 2018-19).

"Since the adoption of Resolution No.2001-15 the City has extended to the members of Council the same benefits as the insurance plan provided to the City employees including dental benefits notwithstanding that the original resolution did not include the terms "dental benefits, "vision benefits", and life insurance

In a nutshell, what this means is that the City will provide to council members the same benefits as provided to City employees which shall include medical benefits, dental benefits, vision benefits and life insurance.

**DENTAL BENEFITS :**

Under our current dental plan, the City only pays for the cost of dental insurance premium for the employee and family for a maximum benefit of \$2,000 per calendar year. Any dental expenses above the \$2,000 dental benefit is the responsibility of the employee/council member.

There has been a request by a member of the City Council that the City consider making a change to the dental benefits where the City would pay for all costs above the \$2,000 maximum benefit.

Staff believes this is a meet and confer issue that will need to be discussed and negotiated with the union prior to City Council action.

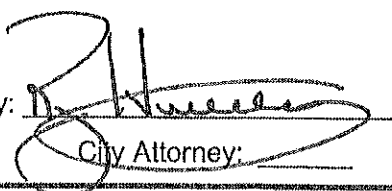
**RECOMMENDATION:**

Staff recommends that the City Council review and discuss the City's Dental Insurance Program and provide staff with direction.

**FISCAL IMPACT:**

There will be a fiscal impact to our current and future budgets. Amounts yet to be determined.

Prepared by Rudy Hernandez

Approved by: 

REVIEW: City Manager: ✓

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

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

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

\_\_\_\_\_ Consent

\_\_\_\_\_ Info Item

x Action Item

\_\_\_\_\_ Department Report

\_\_\_\_\_ Redevelopment Agency

\_\_\_\_\_ Public Hearing

\_\_\_\_\_ Matter Initiated by a Council Member

\_\_\_\_\_ Other

\_\_\_\_\_ Continued to: \_\_\_\_\_

## **RESOLUTION NO. 2018 - 09**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING AND RESTATING RESOLUTION NO. 2001-15 CONCERNING HEALTH INSURANCE BENEFITS FOR COUNCIL MEMBERS**

WHEREAS, the Government Code and other applicable law authorizes the City to pay the same health insurance benefits for its employees and members of the City Council; and,

WHEREAS, the City of Orange Cove has been paying health insurance benefits for members of the City Council pursuant to Resolution No. 2001-15, attached hereto as Exhibit "A", which was passed and adopted on April 25, 2001; and,

WHEREAS, since the adoption of Resolution No. 2001-15 the City has extended to the members of the Council the same benefits as the insurance plan provided to the City employees including dental benefits notwithstanding that the original resolution did not include the terms "dental benefits", "vision benefits", and "life insurance"; and,

WHEREAS, at the time of the passage of Resolution No. 2001-15 the City employees' insurance benefit plan included both dental benefits, vision benefits and life insurance for the employees, and continued to the current date to include dental benefits, vision benefits and life insurance; and,

WHEREAS, an issue has arisen regarding the intent and practice of the City to provide dental benefits, vision benefits and life insurance to the members of the council pursuant to Resolution No. 2001-15; and,

WHEREAS, there is a need to amend the original resolution and restate the original intent of the City to offer to its council members the same insurance benefits or a reasonable alternative, that the City is providing to its' employees, as allowed by law.

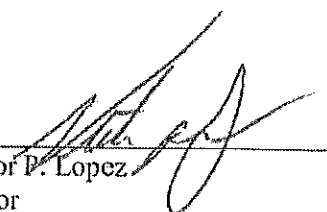
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Cove as follows:

1. That the above recitals are true and correct.
2. That Resolution No. 2001-15 providing that members of the City Council will receive the same health insurance benefits as provided to the City employees to the extent permitted by law is hereby amended to provide that the term "health insurance benefits" shall include medical benefits, dental benefits, vision benefits and life insurance as provided to the City employees.
3. In all other respects, Resolution No. 2001-15 is confirmed and restated.



The foregoing Resolution was considered by the City Council to the City of Orange Cove at a regular meeting of said Council held on March 14, 2018, and adopted by the following vote:

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

  
\_\_\_\_\_  
Victor P. Lopez  
Mayor

Attest:

Melanie A. Carter  
Melanie A. Carter  
Acting City Clerk

**EXHIBIT A**

**CITY OF ORANGE COVE  
RESOLUTION NO. 2001-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY ORANGE COVE  
ESTABLISHING THE SPOUSE AND DEPENDENTS OF A CITY COUNCIL MEMBER  
TO BE ADDED TO THE CITY HEALTH INSURANCE PLAN**

**WHEREAS**, the Government Code and other applicable law authorizes the City to pay the same health insurance benefits for its employees and members of the City Council; and

**WHEREAS**, the City of Orange Cove has been paying health insurance benefits for employees, their spouse and dependent children; and

**WHEREAS**, the City wishes to extend to City Council the same health insurance benefits it provides to its employees; and

**WHEREAS**, if an employee or City Council Member has medical coverage through their spouse's employment or another source, the employee or Council Member may waive coverage through the City Plan. The City will then pay for any out of pocket cost incurred by the employee, the employee's spouse and/or dependent children, the Council Member, the Council Member's spouse and/or dependent children for medical claims submitted to their Plan but not paid in full by their carrier. This benefit includes medical treatment and prescription drugs up to the annual premiums cost per year, per family member.

**WHEREAS**, if the employee or Council Member agrees to waive coverage through the City Plan, payment for the costs will be made upon submission of a claim payment form from the insurance company or other suitable document showing that a deductible or a co-pay had been deducted from the claim before payment was made by the insurance company.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Cove that members of the City Council will receive the same health insurance benefits as provided to the City employees to the extent permitted by law.

**BE IT ALSO RESOLVED**, that the City Council and/or employees of the City may elect to waive coverage through the City Plan in exchange for payment by the City of out of pocket costs submitted but not paid by their medical plan, up to the annual premium costs per year per family member.

RESOLUTION NO. 2001-15

PAGE 2

**CITY CLERK'S CERTIFICATION**

I, June V. Bracamontes, City Clerk of the City of Orange Cove, County of Fresno, State of California, do hereby certify that the foregoing Resolution No. 2001-15 as duly and adopted at a City Council Meeting of the April 25, 2001 by the following vote:

**AYES:** MAYOR VICTOR P. LOPEZ, MAYOR PRO TEM FRANK MARTINEZ  
COUNCILMEMBERS: ROY RODRIGUEZ, DIANA GUERRA SILVA AND  
ADOLFO MARTINEZ

**NOES:** NONE

**ABSENT:** NONE

**ABSTAIN:** NONE



  
June V. Bracamontes, City Clerk  
City of Orange Cove

Nov. 29, 2021

JUNE V. BRACAMONTES, City Clerk

VICTOR LOPATZ, Mayor, AND City Council Members

THIS LETTER IS TO INFORM YOU, THAT I PLAN  
TO RETIRE FROM MY POSITION AS THE CHAIRMAN  
OF THE ORANGE COVE PLAYING COMMISSION AS OF  
DEC. 15, 2021.

IT HAS BEEN MY PLEASURE TO SERVE OUR  
CITY FOR THE PAST SEVERAL YEARS. BUT I FEEL  
ITS MY TIME TO STEP DOWN, FOR A NEW PERSON  
TO JOIN THE COMMISSION.

MY BEST WISHES TO EVERYONE IN THE FUTURE.

THANK YOU  
Cory Weldon

Cory Weldon



**Date:** December 8, 2021  
**To:** Mayor and City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Failure of Measure U and the Financial Consequences  
**Attachments:** None.

**BACKGROUND:**

Over the past several years, the City's General Fund operations have been operating on a financial deficit basis only to be balanced by land sales and grants (One-Time Revenues). Without these land sales and grants, the General Fund budgets would have shown financial deficits.

The purpose of Measure U Utility Ballot Tax measure was to avoid future General Fund financial deficits and provide the City with balance budgets without relying on land sales and grants.

Unfortunately, as we all know, Measure U did fail by receiving only 31% of the vote count where we needed to receive at least 50% plus one to pass the ballot measure. As it stands now, doing nothing will result in major cuts to our general fund safety budget resulting in an increase in crime in our community.

**General Fund Budget Projection For FY 2022-2023**

The Preliminary FY 2021-22 General Fund budget was showing a financial budget deficit of (\$362,573). To balance the budget, staff cut \$250,363 in expenditures and adjusted revenues upwards by \$114, 000. It is my opinion based on prior year historical data that the FY 2022-23 General Fund financial deficit will be around \$300,000 or not higher.

**General Fund Budget Projections After For FY 2022-2023**

The City currently receives \$200,000 annually from Measure O (Parcel Tax) which is used to pay for our police department operations. Measure O has a sunset clause which means that Measure O will expire at the end of FY 2023-24 . In order to continue to receive this revenue, Orange Cove residents must approval another ballot measure.

**Options to Address General Fund Financial Shortfalls:**

1. Parcel Tax Ballot Measure
2. Utility Users Tax Ballot Measure
3. Reduce General Fund Expenditures
4. Implement Hiring Freeze/Mandatory Furloughs
5. Increase Business License Fees
6. Continue to be pro-active in housing development and bring more retail businesses to Orange Cove.

7. Other ideas as proposed by City Council/General Public.

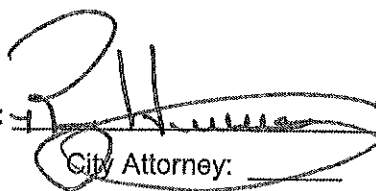
**RECOMMENDATION:**

Staff recommends that the City Council review and discuss the City's Failure of Measure U and provide staff with direction.

**FISCAL IMPACT:**

Without any financial plan to address future General Fund financial deficits, the City's General Fund will be facing annual General Fund deficits around \$300,000 – 500,000 in the next couple of years.

Prepared by Rudy Hernandez

Approved by: 

REVIEW: City Manager: ✓

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

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

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

\_\_\_\_\_ Consent

\_\_\_\_\_ Public Hearing

\_\_\_\_\_ Info Item

\_\_\_\_\_ Matter Initiated by a Council Member

x Action Item

\_\_\_\_\_ Other

\_\_\_\_\_ Department Report

\_\_\_\_\_ Continued to: \_\_\_\_\_

\_\_\_\_\_ Redevelopment Agency



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**Date:** December 8, 2021  
**To:** Orange Cove City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Authorize Interim City Manager to Execute a Contract with Vast Networks to Construct Fiber Optic Cable to Six City Owned Buildings and to Provide Phone and Internet Services for a Term of 60 Months  
**Attachments:** Resolution No. 2021- 55  
Vast Networks Proposal

### **RECOMMENDATION:**

Staff recommends that City Council adopts the attached Resolution authorizing the Interim City Manager to execute a contract with Vast Networks to construct fiber optic cable to six City owned buildings and provide phone and internet services.

### **BACKGROUND:**

The City's current phone and internet services are provided through AT&T and Unwired. Currently, these services outdated and not functioning properly or efficiently. Staff solicited a Request for Proposals from qualified internet and phone service provides on August 18, 2021, to provide both internet and phone services to City owned buildings. To date, the City has received three proposals for qualified internet and phone service provides, which are summarized in the table below.

Service Provider	Monthly Cost	Description of Services
Vast Networks	\$4,500.00	Construct fiber optic cable to City Hall, Police Department, Water Department, City Yard, Community Center, and Senior Center, and provide phone and internet services to these locations.
Sebastian Mitel	\$774.45	Install a Cloud software that will provide Internet and Phone Services for City Hall only. Proposal deemed incomplete.
Spectrum Enterprise	\$4,799.00	Internet and Phone Services for City Hall, Police Department, Water Department, and Community Center.

Staff has reviewed all proposals and has determined that the proposal submitted by Vast Networks meets the City's requirements. Vast Network's proposal includes constructing fiber optic



cable to City Hall, the Police Department, Water Department, City Yard, Community Center, and Senior Center, and providing phone and internet services at these locations. The proposal covers a term of 60 months.

**FISCAL IMPACT:**

A monthly fee of \$ will be required for the new phone and internet services. The City will use money from various funds (General, Street Funds, Water & Sewer ) to pay the monthly fee.

**CONFLICT OF INTEREST:**

None.

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

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

REVIEW: City Manager: ☒

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

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

**TYPE OF ITEM:**

**COUNCIL ACTION: APPROVED DENIED NO ACTION**

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

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

RESOLUTION NO. 2021-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AWARDING BID FOR THE LIBRARY RAPID FLASHING BEACON PROJECT TO  
PELAGIC ENGINEERING FOR \$22,732.00, AUTHORIZING THE INTERIM CITY  
MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF ORANGE  
COVE, AND AUTHORIZE THE INTERIM CITY MANAGER TO APPROVE  
EXPENDITURES UP TO THE CONTINGENCY AMOUNT OF \$2,300.00

WHEREAS, bids for the construction of Library Rapid Flashing Beacon Project were solicited from qualified contractors, opened on August 11, 2021 at the Orange Cove City Hall; and

WHEREAS, the lowest responsive and responsible bid was submitted Pelagic Engineering in the amount of \$22,732.00; and

WHEREAS, the bid amount received for the Projects is less than the City's total budgeted amount of \$25,300.00; and

WHEREAS, the amount of \$2,300.00 shall be used to create a contingency fund that will be used to pay for any unforeseen expenditures accrued during construction of the Project.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Upon the recommendation of the City Engineer, the bid for the Library Rapid Flashing Beacon Project is hereby awarded to Pelagic Engineering in the amount of Twenty-Two Thousand, Seven Hundred and Thirty-Two Dollars and No Cents (\$22,732.00).
3. The Interim City Manager is authorized to sign an Agreement with Pelagic Engineering on behalf of the City of Orange Cove.
4. The Interim City Manager is authorized to approve additional expenditures up to the contingency amount of Two Thousand Three Hundred Dollars and No Cents (\$2,300.00).
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on September 8, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

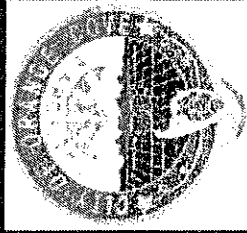
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Victor P. Lopez, Mayor

ATTEST:

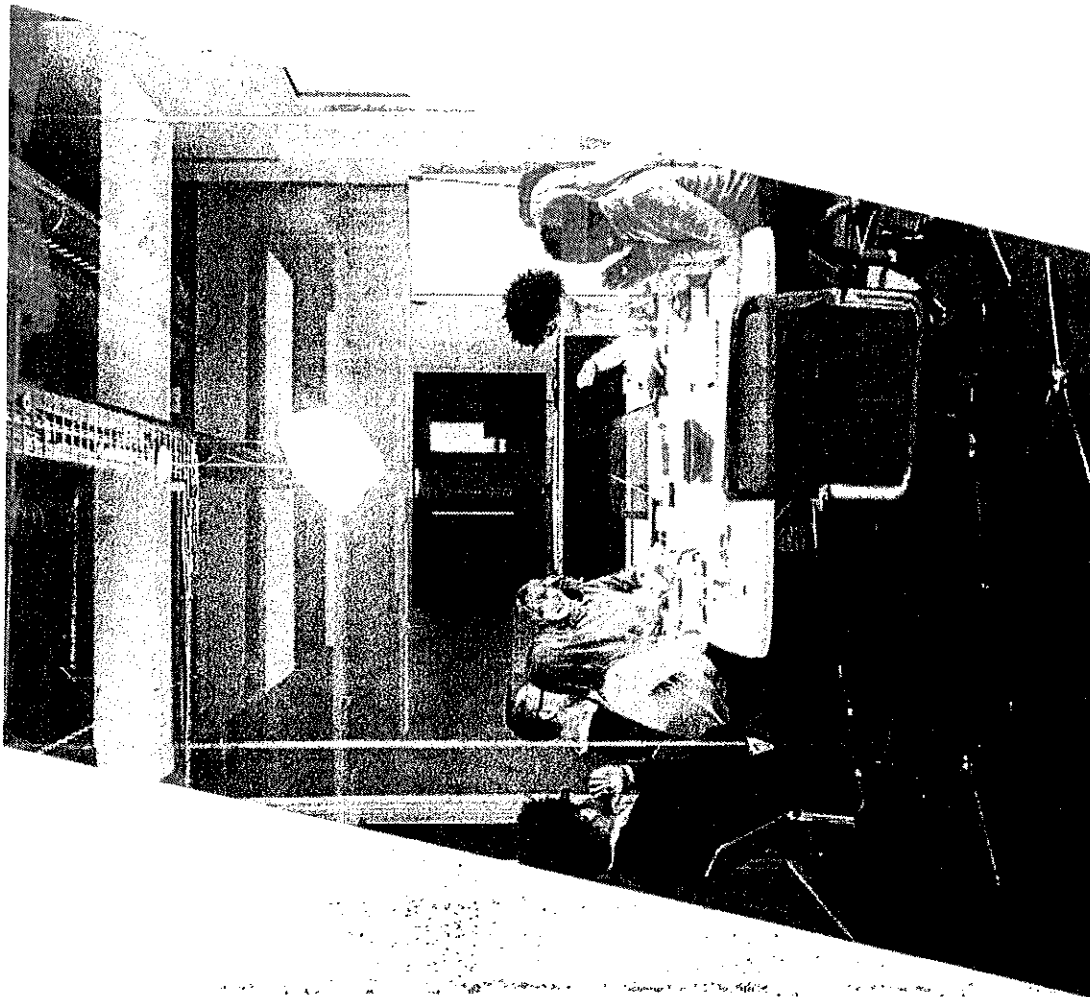
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June Bracamontes, City Clerk



SERVICE PROPOSAL  
PRESENTED BY: VAST NETWORKS  
TO THE CITY OF ORANGE COVE  
FIBER WAN & INTERNET

Vast Networks Consultants  
Adam Hughes & Adrian Villarreal  
12.8.21



## PROPOSAL

Construct Fiber Optic Cable to six  
City of Orange Cove locations,  
provide network and voice services.

633 6th St, Orange Cove, Ca 93646

550 Center St, Orange Cove, Ca 93646

602 2nd St, Orange Cove, Ca 93646

808 2nd St Orange Cove, Ca 93646

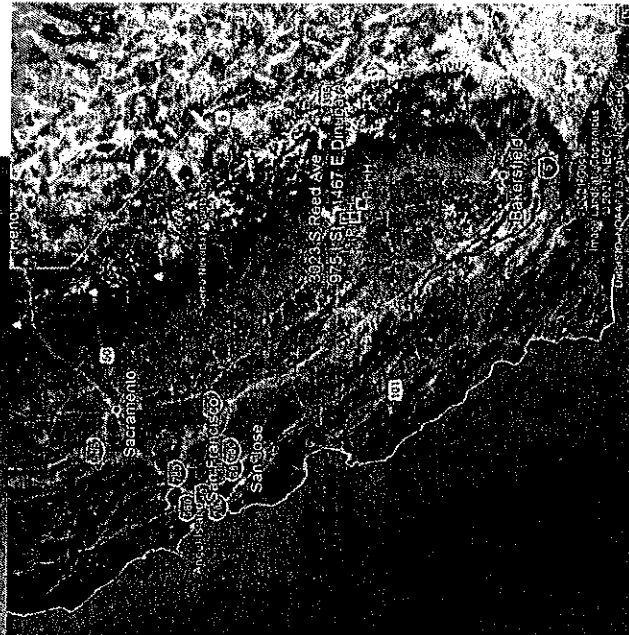
1705 Anchor Ave, Orange Cove, Ca 93646

699 6th St, Orange Cove, Ca 93646



# WHO WE ARE

## OUR FOOTPRINT



# Vast Networks

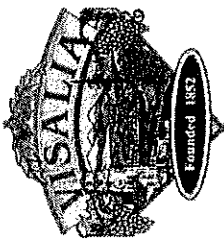
**INTERNET SPEED**  
With Vast dedicated internet access, you'll get your own port to ensure fast carrier-grade connections every time you log on.

**NETWORK CONNECTION**  
100% fiber connection around the clock for California businesses to connect locally and internationally. From businesses in various industries including agriculture, technology, manufacturing and more. To hospitals and school districts, we offer a variety of network solutions that connect multiple locations with secure, redundant bandwidth and much more.

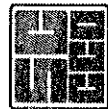
- State-of-the-art DWDM backbone - with single circuits up to 400 Gbps.
- Our Metro-Ethernet service offerings provide you with world class standards of latency, low jitter and ease of configuration.
- MEF 2 compliant Dedicated Bandwidth with No bandwidth caps.
- Same-day bandwidth upgrade options and 24/7 Network Operations monitoring and response.

**Dedicated Internet Access** - a private connection between your business and the web. With DIA, unlike regular broadband service, your business does not have to compete with other subscribers for bandwidth. You can enjoy upload speeds that are just as fast as download speeds no matter the time of day.

**Ethernet Point to Point** - a private data connection securely connecting two or more locations with Ethernet data speeds. A point to point Ethernet circuit is a closed network data transport service, which does not traverse the public Internet and is inherently secure with no data encryption needed.

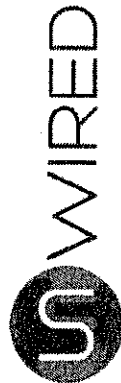


WESTERNMILLING



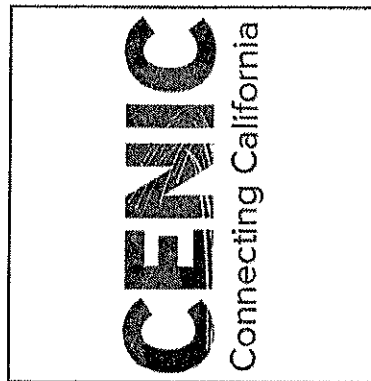
STATE CENTER  
COMMUNITY COLLEGE DISTRICT

Fresno City College | Reedley College | Clovis Community College  
Madera Community College Center | Oakhurst Community College Center

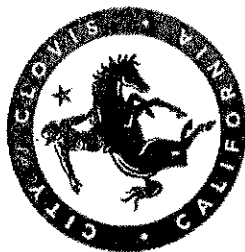


Best  
Western.

NOTABLE CUSTOMERS



Through CENIC we provide services to 18 county offices of education, 3 CSU campuses, and dozen of community college campuses.



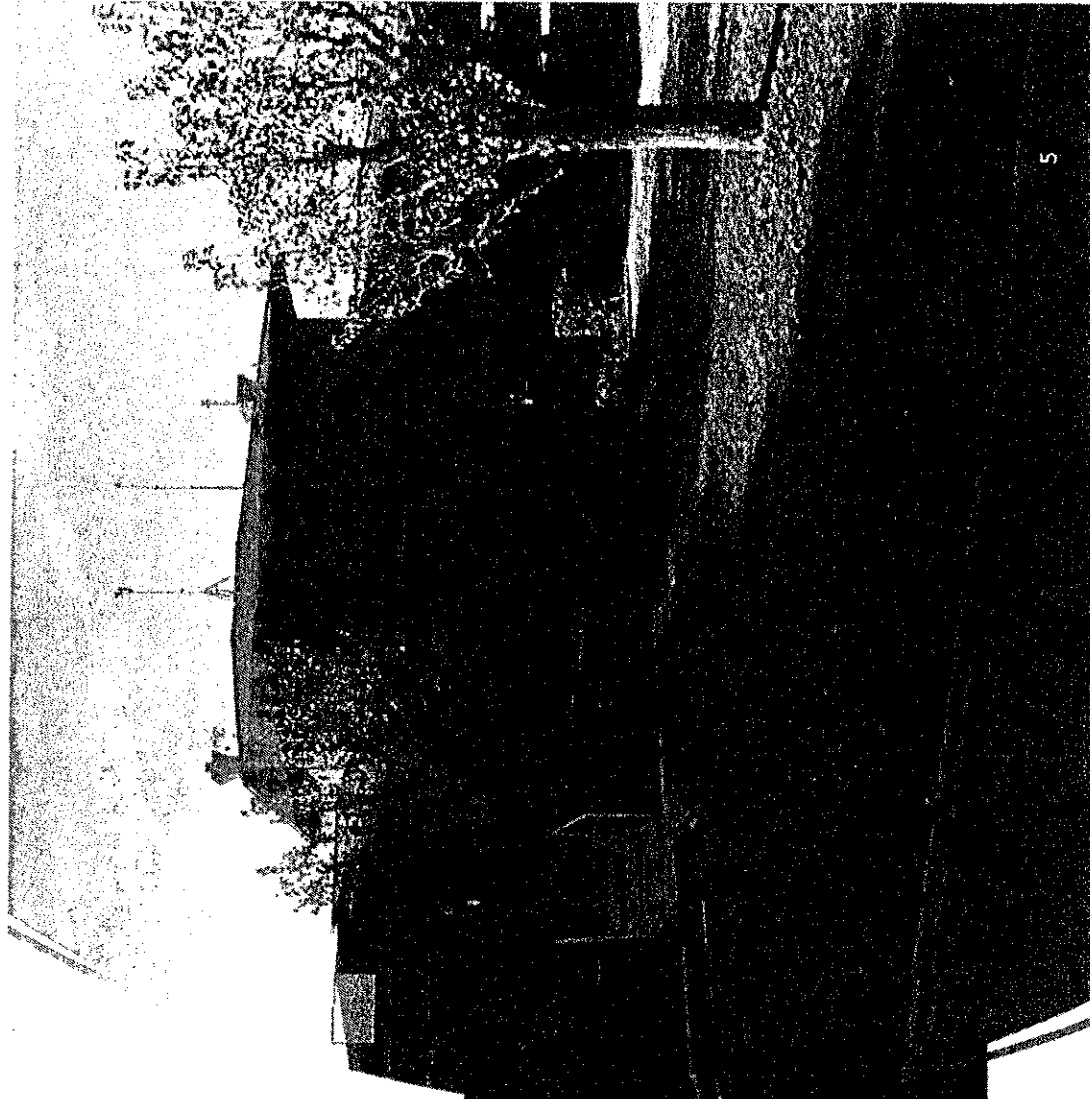
Fresno State  
College

COMCAST  
BUSINESS

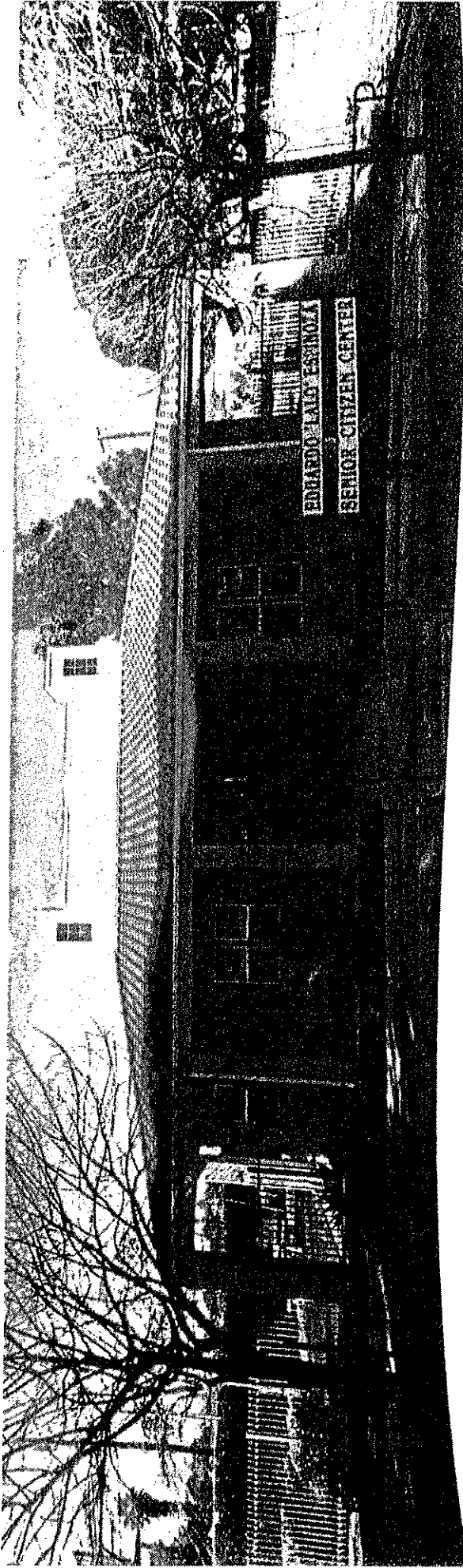


## CITY HALL

- 1GB DEDICATED INTERNET ACCESS
- 14 VOIP PHONES
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY TO 4 CITY SITES







## SENIOR CENTER

- 200 MBPS POINT TO POINT FIBER TO CITY HALL
- EVOLVED PHONE
- CURRENTLY NO INTERNET AT THIS LOCATION
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY

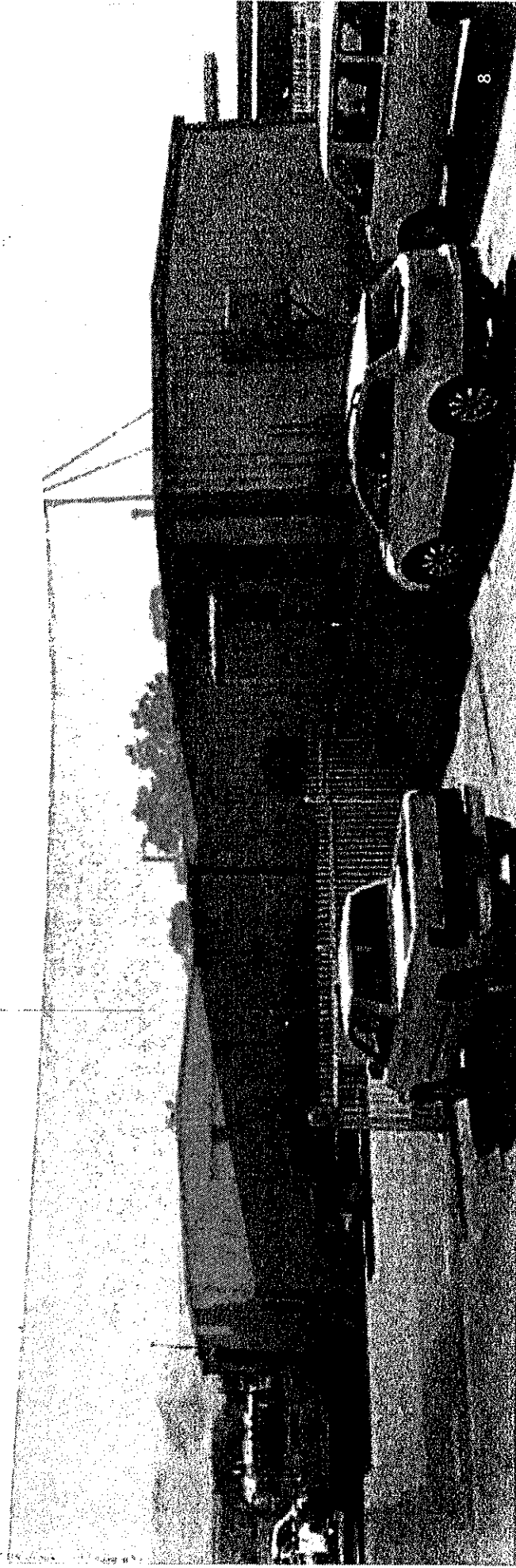


## Water Department

200 MBPS POINT TO POINT FIBER TO  
CITY HALL  
CITY VOIP PHONE  
FUTURE SCALABILITY AVAILABLE  
MULTISITE CONNECTIVITY

# CITY YARD

200Mbps POINT-TO-POINT FIBER TO CITY HALL  
1 VOIP PHONE  
CURRENTLY NO INTERNET AT THIS LOCATION  
FUTURE SCALABILITY AVAILABLE  
MULTISITE CONNECTIVITY





## COMMUNITY CENTER

- 200MBPS POINT TO POINT  
FIBER TO CITY HALL

- 1 VOIP PHONES

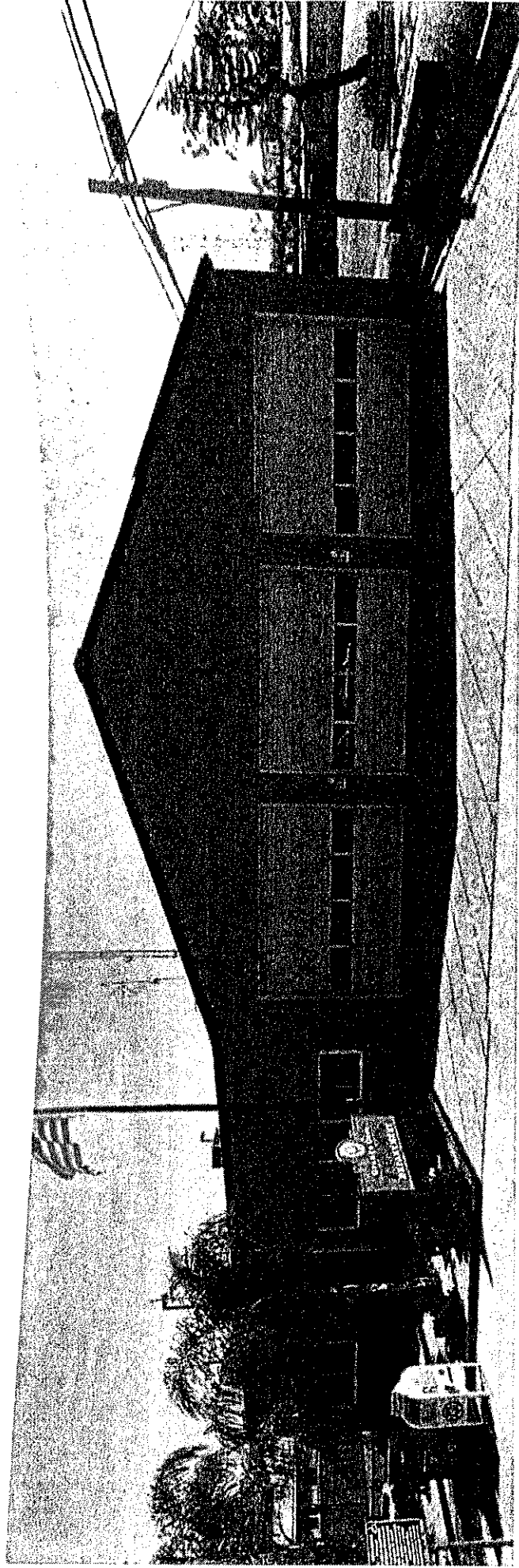
- FUTURE SCALABILITY  
AVAILABLE

- MULTISITE CONNECTIVITY



# POLICE DEPARTMENT

500 Mbps DEDICATED FIBER INTERNET  
IN YOUR PHONES  
FUTURE SCALABILITY AVAILABLE  
MULTISITE CONNECTIVITY AVAILABLE





# PROPOSALS AND COMPARISON

OPTION 1					
Location	Internet	Point 2 Point - Fiber	Voice	Monthly Cost	
533 6th St, Orange Cove, Ca 93646	1GB	800Mbps	14	\$	1,750.00
550 Center St, Orange Cove, Ca 93646	500Mbps		11	\$	1,250.00
602 2nd St, Orange Cove, Ca 93646		200Mbps	1	\$	375.00
808 2nd St, Orange Cove, Ca 93646		200Mbps	1	\$	375.00
1705 Anchor Ave, Orange Cove, Ca 93646		200Mbps	1	\$	375.00
699 6th St, Orange Cove, Ca 93646		200Mbps	1	\$	375.00
OPTION 2					
Location	Internet	Point 2 Point - Fiber	Voice	Monthly Cost	
533 6th St, Orange Cove, Ca 93646	1GB		14	\$	1,750.00
550 Center St, Orange Cove, Ca 93646	500Mbps		11	\$	1,250.00
602 2nd St, Orange Cove, Ca 93646	200Mbps		1	\$	375.00
808 2nd St, Orange Cove, Ca 93646	200Mbps		1	\$	375.00
1705 Anchor Ave, Orange Cove, Ca 93646	200Mbps		1	\$	375.00
699 6th St, Orange Cove, Ca 93646	200Mbps		1	\$	375.00

Current Charges		
Internet	Voice	TOTAL
\$ 750.27	\$ 2,520.00	\$ 3,270.27

Term - 60 Months  
 Total Monthly Recurring Cost - \$4,500.00  
 Total Non-Recurring Cost - \$0.00

THANK YOU



Adam Hughes

Adrian Villarreal



559-246-5713

559-916-0913



ahughes@vastnetworks.com

avillarreal@vastnetworks.com

WWW.VASTNETWORKS.COM

RESOLUTION NO. 2021-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
AWARDING BID FOR THE LIBRARY RAPID FLASHING BEACON PROJECT TO  
PELAGIC ENGINEERING FOR \$22,732.00, AUTHORIZING THE INTERIM CITY  
MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF ORANGE  
COVE, AND AUTHORIZE THE INTERIM CITY MANAGER TO APPROVE  
EXPENDITURES UP TO THE CONTINGENCY AMOUNT OF \$2,300.00

WHEREAS, bids for the construction of Library Rapid Flashing Beacon Project were solicited from qualified contractors, opened on August 11, 2021 at the Orange Cove City Hall; and

WHEREAS, the lowest responsive and responsible bid was submitted Pelagic Engineering in the amount of \$22,732.00; and

WHEREAS, the bid amount received for the Projects is less than the City's total budgeted amount of \$25,300.00; and

WHEREAS, the amount of \$2,300.00 shall be used to create a contingency fund that will be used to pay for any unforeseen expenditures accrued during construction of the Project.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Upon the recommendation of the City Engineer, the bid for the Library Rapid Flashing Beacon Project is hereby awarded to Pelagic Engineering in the amount of Twenty-Two Thousand, Seven Hundred and Thirty-Two Dollars and No Cents (\$22,732.00).
3. The Interim City Manager is authorized to sign an Agreement with Pelagic Engineering on behalf of the City of Orange Cove.
4. The Interim City Manager is authorized to approve additional expenditures up to the contingency amount of Two Thousand Three Hundred Dollars and No Cents (\$2,300.00).
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on September 8, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:



---

Victor P. Lopez, Mayor

ATTEST:

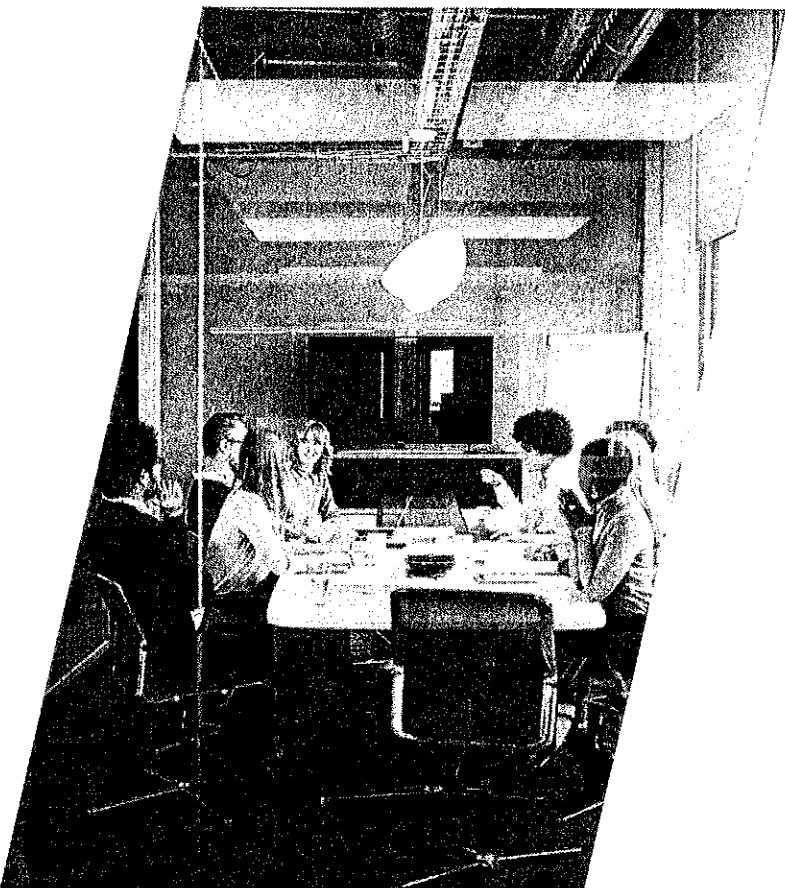
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June Bracamontes, City Clerk



SERVICE PROPOSAL  
PRESENTED BY: VAST NETWORKS  
TO THE CITY OF ORANGE COVE  
FIBER WAN & INTERNET

Vast Networks Consultants  
Adam Hughes & Adrian Villarreal  
12.8.21



## PROPOSAL

Construct Fiber Optic Cable to six  
City of Orange Cove locations,  
provide network and voice services.

633 6th St, Orange Cove, Ca 93646

550 Center St, Orange Cove, Ca 93646

602 2nd St, Orange Cove, Ca 93646

808 2nd St Orange Cove, Ca 93646

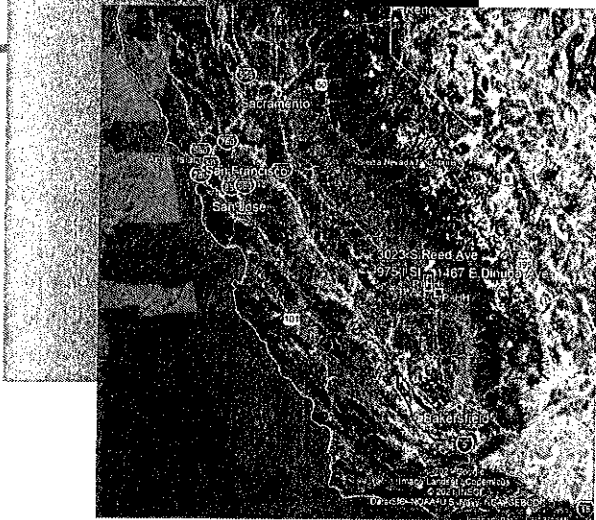
1705 Anchor Ave, Orange Cove, Ca 93646

699 6th St, Orange Cove, Ca 93646



# WHO WE ARE

## OUR FOOTPRINT



## Vast Networks

### INTERNET SPEED

With Vast's dedicated Internet access, you'll get your own port to ensure fast service grade expectations every time you log on.

### METRO-ETHERNET CONNECTION

100% fiber connection around the clock for customers businesses to perform locally and internationally. From businesses in various industries including agriculture, technology, manufacturing and more. To hospitals and school districts, we offer a variety of network solutions that connect multiple locations with secure, redundant bandwidth and much more.



- State-of-the-art DWDM backbone with single circuits up to 400 Gbps.
- Our Metro-Ethernet service offerings provide you with world class standards of latency, low jitter and ease of configuration.
- MEP 2 compliant Dedicated Bandwidth with no bandwidth cap.
- Same-day bandwidth upgrade options and 24/7 Network Operations monitoring and response.

**Dedicated Internet Access** – a private connection between your business and the web. With DIA, unlike regular broadband service, your business does not have to compete with other subscribers for bandwidth. You can enjoy upload speeds that are just as fast as download speeds no matter the time of day.

**Ethernet Point to Point** – a private data connection securely connecting two or more locations with Ethernet data speeds. A point to point Ethernet circuit is a closed network data transport service, which does not traverse the public Internet and is inherently secure with no data encryption needed.



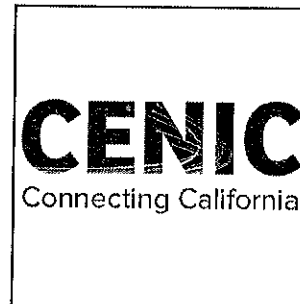
## NOTABLE CUSTOMERS



## WESTERNMILLING



Fresno City College | Reedley College | Clovis Community College  
Madera Community College Center | Oakhurst Community College Center

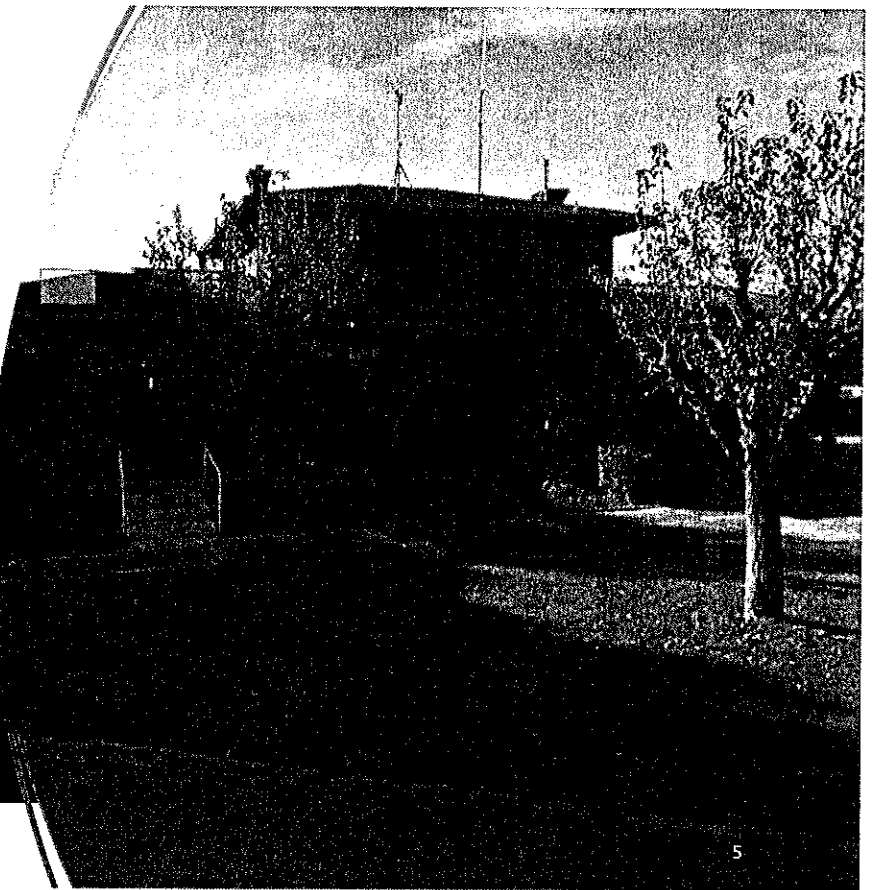


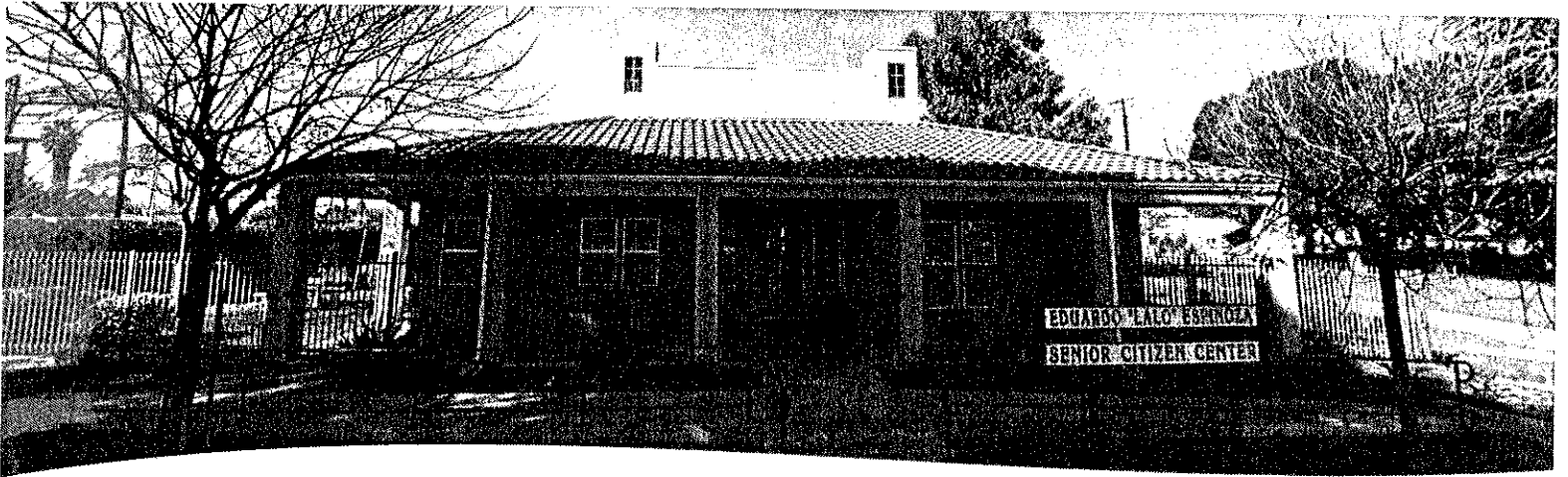
Through CENIC we provide services to 18 county offices of education, 3 CSU campuses, and dozen of community college campuses.



## CITY HALL

- 1 GIG DEDICATED INTERNET ACCESS
- 14 VOIP PHONES
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY TO 4 CITY SITES





## SENIOR CENTER

- 200MBPS POINT TO POINT FIBER TO CITY HALL
- T1 VOIP PHONE
- CURRENTLY NO INTERNET AT THIS LOCATION
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY



## Water Department

- 200MBPS POINT TO POINT FIBER TO CITY HALL
- 1 VOIP PHONE
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY



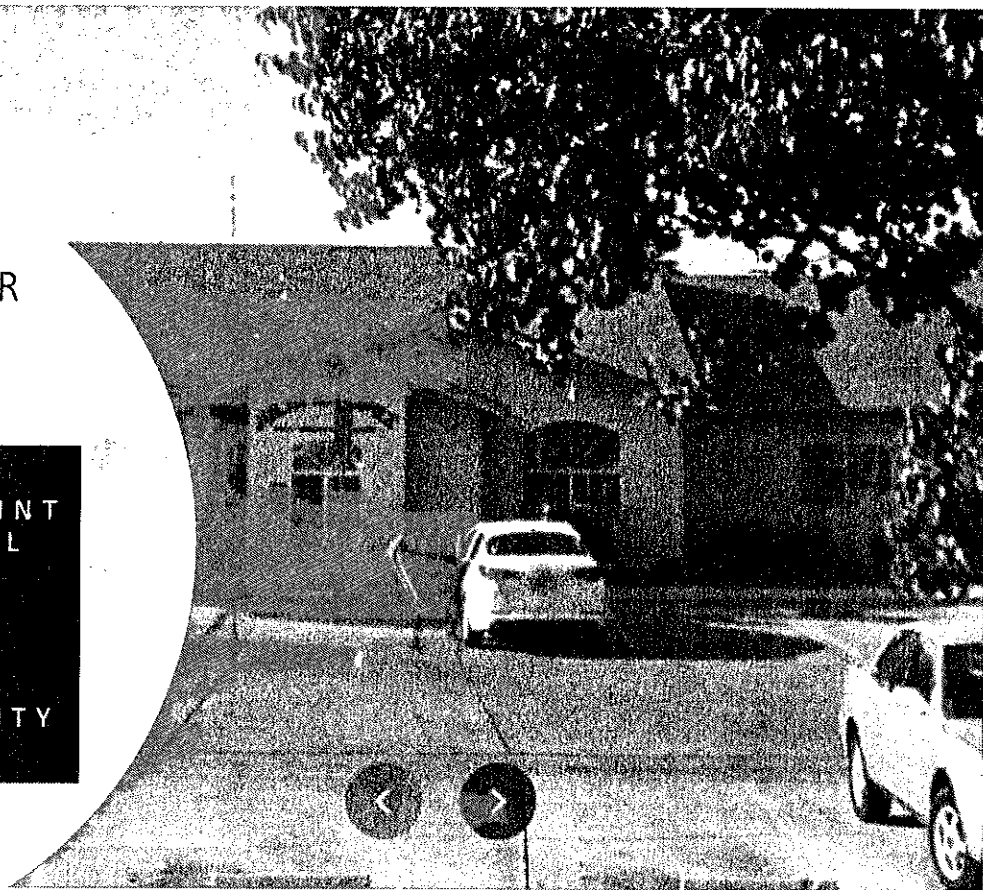
## CITY YARD

- 200MBPS POINT TO POINT FIBER TO CITY HALL
- 1 VOIP PHONE
- CURRENTLY NO INTERNET AT THIS LOCATION
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY



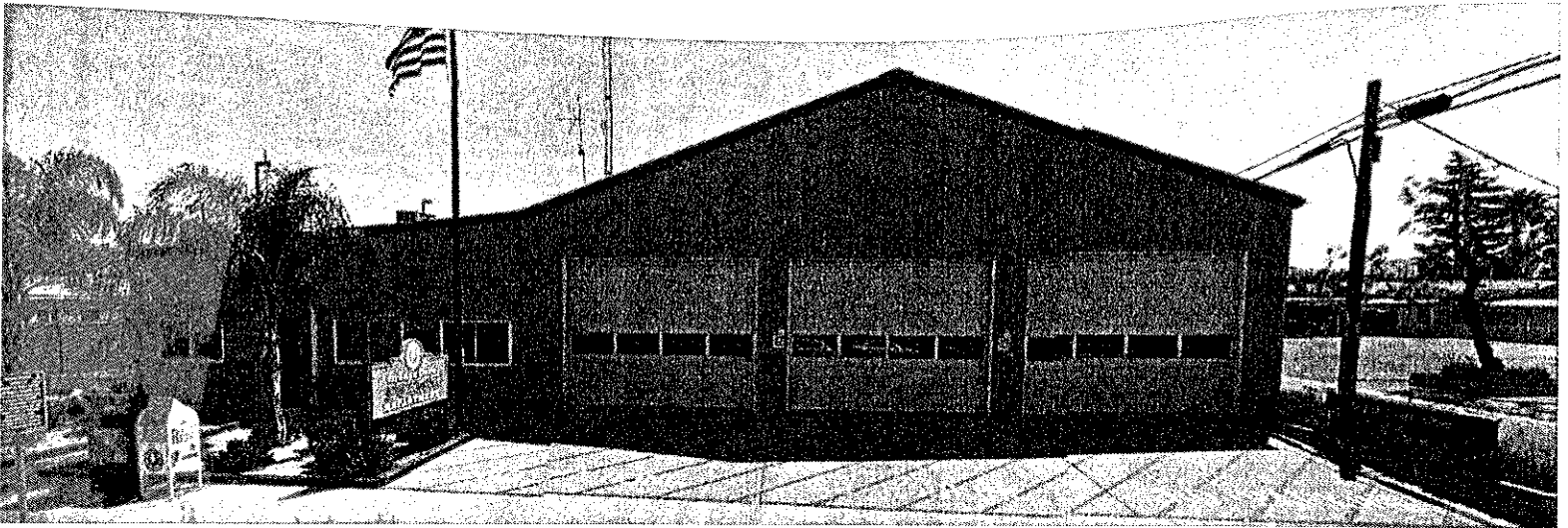
## COMMUNITY CENTER

- 200MBPS POINT TO POINT FIBER TO CITY HALL
- 1 VOIP PHONES
- FUTURE SCALABILITY AVAILABLE
- MULTISITE CONNECTIVITY



# POLICE DEPARTMENT

- ✓ 500MBPS DEDICATED FIBER INTERNET
- ✓ 11 VOIP PHONES
- ✓ FUTURE SCALABILITY AVAILABLE
- ✓ MULTI-SITE CONNECTIVITY AVAILABLE



## PROPOSALS AND COMPARISON

Current Charges			
Internet	Voice	TOTAL	
\$ 750.27	\$ 2,520.00	\$	3,270.27

OPTION 1				
Location	Internet	Point 2 Point - Fiber	Voice	Monthly Cost
633 6th St, Orange Cove, Ca 93646	1GB	800Mbps	14	\$ 1,750.00
950 Center St, Orange Cove, Ca 93646	500Mbps		11	\$ 1,250.00
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OPTION 2				
Location	Internet	Point 2 Point - Fiber	Voice	Monthly Cost
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1705 Anchor Ave, Orange Cove, Ca 93646	200Mbps		1	\$ 375.00
699 6th St, Orange Cove, Ca 93646	200Mbps		1	\$ 375.00

Term – 60 Months

Total Monthly Recurring Cost - \$4,500.00

Total Non-Recurring Cost - \$0.00

THANK YOU



Adam Hughes

Adrian Villarreal



559-246-5713

559-916-0913



ahughes@vastnetworks.com

avillarreal@vastnetworks.com

WWW.VASTNETWORKS.COM



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**Date:** December 8, 2021  
**To:** Orange Cove City Council  
**From:** Rudy Hernandez, Interim City Manager  
**Subject:** Update City Council on the SWRCB Arrearage Payment Program  
**Attachments:** None

### **RECOMMENDATION:**

There is no recommendation under this agenda item. This item is intended to update the City Council on the State Water Resources Control Board (SWRCB) Arrearage Payment Program.

### **BACKGROUND:**

The COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss and other hardships. As a result, systems that provide water services to customers have been financially impacted. Through \$985 million in federal funding allocated by the State legislature, the SWRCB has created a new program to provide relief to community water systems for unpaid bills related to the pandemic. The funding will cover water debt from residential and commercial customers accrued between March 4, 2020, and June 15, 2021. Funding to community water systems will be disbursed through January 31, 2022. If the Program still has funding available, it will extend to wastewater residential and commercial arrearages by February 2022.

On November 23<sup>rd</sup>, the City submitted an Arrearage Application to the SWRCB. The application requested \$175,528.07 in funding for the total amount of residential and commercial water bills that currently remain unpaid.

### **FISCAL IMPACT:**

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

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

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: \_\_\_\_\_

This item is for informational purposes only. The City expects to receive the \$175,528.07 in funding from the SWRCB by January 31, 2022.

**CONFLICT OF INTEREST:**

None.

# TUTTLE & McCLOSKEY

750 East Bullard Avenue, Suite 101  
Fresno, California 93710  
(559) 437-1770  
FAX: (559) 437-0150

Memo

TO: Mayor and City Council  
FROM: Daniel T. McCloskey, City Attorney  
DATE: December 2, 2021  
RE: National Opioid Settlement

---

On Wednesday, July 21, 2021, the National Prescription Opiate Litigation MDL Plaintiffs' Executive Committee, several State Attorneys General, and four major defendants announced agreement on terms of proposed nationwide settlements to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

The City of Orange Cove has been requested to determine whether or not to participate in the settlement. The City has no downside to joining the settlement, and, the funds that would be available to City are significant amounts and it is estimate that the City would receive at the minimum between \$40,000 and \$60,000.

## CONCLUSION:

It is my recommendation that the Council consider the resolution and pass the resolution authorizing the City to participate and sign the settlement agreements.

If you have any questions, please let me know.



RESOLUTION NO. 2021- 56

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
APPROVING THE REGISTRATION AND PARTICIPATION OF  
THE CITY OF ORANGE COVE IN THE NATIONAL OPIOID SETTLEMENT  
AND AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE THE AGREEMENTS**

WHEREAS, the City of Orange Cove, as a subdivision of the State of California, has been requested to determine whether or not the City should participate in the National Opioid Settlement which has been negotiated through the Department of Justice of the United States government with the manufacturing and distribution companies of the prescription opioids; and,

WHEREAS, the City Council of the City of Orange Cove finds that the City and its' residents have been negatively affected by the current national opioid crisis: and

WHEREAS, the City Council of the City of Orange Cove finds that the City's participation in the National Opioid Settlement would be in the best interest of the residents of the City, in that, those monies could be used to mitigate the negative effects the opioid crisis has had on the City's economy and those residents that are afflicted with this opioid addiction and their families; and,

WHEREAS, the City Council has determined that the registration and participation in the National Opioid Settlement would bring needed revenue to the City in a time of dire economic need; and

WHEREAS, the National Opioid Settlement requires the City to register to participate in the settlement and authorize execution of two settlement agreements, which are attached hereto as Exhibit A ( Distribution Settlement Agreement) and Exhibit "B" (Jansen Settlement Agreement)

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

1. The foregoing recitals, and each of them, are true and correct, and they are each hereby adopted as findings of the City;
2. The Agreements, the attached Exhibit "A" and Exhibit "B" , as prepared by the National Opioid Settlement divisions of the Department of Justice are in the best interest of the residents of Orange Cove and of the City of Orange Cove.

3. The Mayor or Interim City Manager of the City is hereby authorized to register for participation in the National Opioid Settlement and to execute the attached Agreements on behalf of the City Council and City of Orange Cove.

\* \* \* \* \*

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the 8th day of December 2021, by the following vote:

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

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

ATTEST:

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

**EXHIBIT “A”**

Distribution Settlement Agreement

**EXHIBIT “B”**

Jansen Settlement Agreement

# National Opioid Settlement

## Executive Summary [Subject to ongoing corrections and updates]

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements will provide substantial funds to states and subdivisions for abatement of the Opioids epidemic across the country and will impose transformative changes in the way the settling defendants conduct their business.

If the proposed settlements are fully adopted by states and subdivisions nationwide:

- The Distributors will pay a maximum of \$21 billion over 18 years, while J&J will pay a maximum of \$5 billion over no more than nine years, with approximately \$22.8 billion in settlement proceeds payable to state and local subdivisions.<sup>[1]</sup> Of the funds going directly to participating states and subdivisions, at least 85% must be used for abatement of the Opioid Epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.
- The Distributors will make an initial deposit of funds into escrow by the end of September 2021, with additional deposits by J&J and the Distributors in early Summer of 2022.
- Funds can begin to flow to states and local governments as early as April 2022, depending on when a settling state meets certain requirements. The J&J agreement also offers opportunities for significant acceleration of payments if states and subdivisions meet specified participation levels.
- The settlements will allow for a broad range of approved abatement uses by state and local governments. Developed in consultation with the nation's leading public health experts, the list of pre-approved uses includes a wide range of intervention, treatment, education, and recovery services so that state and local governments can decide what will best serve their communities. It is anticipated that entire communities will benefit from the effects of the opioid-remediation efforts funded by the settlements and the injunctive relief the settlements provide.
- In addition to billions of dollars for abatement, the agreements also provide for injunctive relief that requires important changes to the Distributors' and J&J's conduct to better protect our nation's health and welfare. This reform package includes the creation of a groundbreaking clearinghouse through which the Distributors will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious Opioids orders. In addition, J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020)

will not market or sell any Opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years. J&J also has agreed to make the clinical trial data for its discontinued Opioids available for medical research.

- Less than 10% of the settlement proceeds will be earmarked to compensate private lawyers who have been prosecuting Opioids cases on behalf of state and local governments for several years without compensation and have incurred substantial out of pocket costs, including taking hundreds of depositions, reviewing millions of pages of documents, and collecting and analyzing nationwide data about the way prescription opioids were distributed. Compensation will occur through an application procedure overseen by court-appointed arbiters. An additional sum is provided to settling states that did not hire outside counsel, to use towards furthering the abatement goal and to defray their investigation and litigation costs.

These are not class action “opt out” settlements. Instead, these settlements require that a critical mass of both state and local governments “opt in” over the next six months. The extent of this participation will determine whether the settlement agreements take effect. The Distributors and J&J on the one hand, and the states and subdivisions on the other, each have options to walk away if they are not satisfied with levels of participation. Participation levels also affect how much money settling parties will receive because about half of the abatement funds are in the form of “incentive payments” and certain other settlement provisions also provide incentives for higher levels of participation. Put simply, the greater the level of participation, the more funds will ultimately be paid out for abatement.

The Tribes, the Distributors, and J&J are also working toward resolution of Tribal Opioids claims through mediations under the auspices of the MDL court.

The agreements with the Distributors and J&J are the culmination of almost three years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs’ Executive Committee and Negotiation Committee comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Distributors and J&J, facilitated by Judge Dan Polster (who oversees the federal MDL litigation) and by the Special Masters appointed by the MDL Court.

The agreements, if adopted, will not settle or release any claims brought by private parties, including private individuals, private hospitals, or private third-party payers.

[1] West Virginia previously settled with the Distributors in an unrelated settlement. A portion of the Distributors’ settlement funds (\$491 million) is treated as a credit toward potential settlements with West Virginia subdivisions and with Tribes. For J&J’s agreement, a portion of the settlement funds (\$270 million) is treated as a credit for Oklahoma (which obtained a trial verdict against J&J), the Tribes, and other litigation cost for non-participating entities.

**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Distributor Settlement**

**1. Introduction**

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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<sup>1</sup> A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### **3. General Terms**

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### **4. State Allocation**

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

#### **A. State of California Allocation**

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### **B. CA Abatement Accounts Fund**

##### **i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

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<sup>2</sup> For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

**ii. Use of CA Abatement Accounts Funds**

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

### **iii. CA Abatement Accounts Fund Oversight**

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

### **C. CA Subdivision Fund**

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

#### **D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

## **5. State and Subdivision Reporting**

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

**6. Miscellaneous**

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

## APPENDIX 1

**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

# APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%

APPENDIX I

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<b>Madera County</b>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<b>Marin County</b>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<b>Mariposa County</b>	Mariposa	0.084%	0.103%	0.0876131%
County	<b>Mendocino County</b>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<b>Merced County</b>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<b>Modoc County</b>	Modoc	0.065%	0.080%	0.0678250%
County	<b>Mono County</b>	Mono	0.023%	0.029%	0.0242606%
County	<b>Monterey County</b>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<b>Napa County</b>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<b>Nevada County</b>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<b>Orange County</b>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	3.9465887%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

APPENDIX I

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<b>Stanislaus County</b>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<b>Sutter County</b>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<b>Tehama County</b>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<b>Trinity County</b>	Trinity	0.082%	0.101%	0.0855476%
County	<b>Tulare County</b>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<b>Tuolumne County</b>	Tuolumne	0.486%	0.594%	0.5047621%
County	<b>Ventura County</b>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a



report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

### APPENDIX 3

#### CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]