



## **AGENDA**

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Roy Rodriguez, Council Member**

**Josie Cervantes, Council Member**

**Esperanza Rodriguez, Council Member**

**WEDNESDAY, APRIL 27, 2022 - 6:30 P.M.**

**SENIOR CENTER**

**699 6<sup>th</sup> Street, Orange Cove, California 93646**

### **LIVE MEETING**

#### **A. Call to Order/Welcome**

Roll Call

Invocation

Flag Salute

#### **B. Confirmation of Agenda**

#### **C. Presentation**

1. Presentation by Interim City Manager Rudy Hernandez introducing City Attorney Megan Dodd from Griswold, LaSalle, Cobb, Dowd & Gin, LLP

#### **D. Consent Calendar**

2. City Warrants for March 2022
3. City Council Minutes of March 29, 2022
4. Approving the Legal Service Agreement between the City of Orange Cove and Griswold, LaSalle, Cobb, Dowd & Gin, LLP for legal services

## **E. Administration**

### **City Engineer**

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

**Recommendation:** Informational item Only

6. **SUBJECT:** Ordinance Amending Chapter 8.21 of Title 8 of the Orange Cove Municipal Code Pertaining to the Regulation of State Mandated Recycling Programs

**Recommendation:** Council to consider approving the introduction and first reading of Ordinance 390 by title only waiving full reading Amending Chapter 8.21 of Title 8 of the Orange Cove Municipal Code Pertaining to the Regulation of State Mandated Recycling Programs.

7. **SUBJECT:** Update on the City's Water Allocation for the 2022-23 Water Year

**Recommendation:** Informational Item Only

8. **SUBJECT:** Update on the Preparation of the City's Stormwater Master Plan

**Recommendation:** Informational Item Only

9. **SUBJECT:** Update on the Affordable Housing Sustainable Communities (AHSC) Grant Improvement Project

**Recommendation:** Informational Item Only

### **Chief of Police:**

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

**Recommendation:** Informational Item Only

### **Planning Department**

11. **SUBJECT:** Monthly update report on City Projects Presented by Planner Shun Patlan

**Recommendation:** Informational Item Only

12. **SUBJECT:** Purchase and Sale Agreement(s) between the City of Orange Cove and Raul Santellan

**Recommendation:** Council to consider approving Resolution No. 2022-19 Approving the Agreement(s) between the City of Orange Cove and Raul Santellan for the Purchase of 2.5 acres of City Owned Property and Authorize City Manager to Execute the Agreement(s) and Related Documents

13. **SUBJECT:** Purchase and Sale Agreement(s) between the City of Orange Cove and Jesus Lara

**Recommendation:** Council to consider approving Resolution No. 2022-20 Approving the Agreement(s) between the City of Orange Cove and Jesus Lara for the Purchase of 1.0 acre of City Owned Property and Authorize City Manager to Execute the Agreement(s) and Related Documents

14. **SUBJECT:** Land Sale AMG and Associates

**Recommendation:** Council to consider approving Resolution No. 2022-21 Approving the Agreement(s) between the City of Orange Cove and AMG and Associates for the Purchase of .75 acre of City Owned Property and Authorize City Manager to Execute the Agreement(s) and Related Documents

**Interim City Manager:**

15. **SUBJECT:** Financial Update (Verbal)

**Recommendation:** Informational Item Only

16. **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

**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**

## **I. City Council Communications**

## **J. Closed Session:**

17. Conference with Labor Negotiators (Government Code Section 54957.6)
  - a. City Designated Representative: Rudy Hernandez, Interim City Manager
  - b. Employee Organization: International Union of Operating Engineers, Stationary Engineers, Local 39
18. Conference with Labor Negotiators (Government Code Section 54957.6)
  - a. City Designated Representative: Rudy Hernandez, Interim City Manager
  - b. Employee Organization: Orange Cove Police Officers Association
19. Conference with Legal Counsel  
Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b)(2): 1 potential case.
20. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: APN 375-040-36T  
City Negotiator: Interim City Manager  
Negotiating Parties: Yanez Construction, Inc  
Under Negotiation: Price and Terms of Payment

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

## **L. Adjournment**

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

**Documents:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at [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.: Apr 07 22 Thursday  
 RUN....: Apr 07 22 Time: 12:14  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047570	03/11/22	APV01	ARAMARK- ACCOUNTS RECEIVA	-54.98 -47.31 -376.91 -48.33 -54.98 -47.31 -52.98 -37.71	000006836u 000006842u 000006861u 000006902u 000010973u 000010980u 000011007u 000011031u	Ck# 047570 Reversed Ck# 047570 Reversed Ck# 047570 Reversed Ck# 047570 Reversed Ck# 047570 Reversed Ck# 047570 Reversed Ck# 047570 Reversed Ck# 047570 Reversed
			Check Total.....:	-720.51		
047576	03/18/22	CDWG1	CDW GOVERNMENT, INC	-258.28 -8196.68	H919562u J044727u	Ck# 047576 Reversed Ck# 047576 Reversed
			Check Total.....:	-8454.96		
047997	03/03/22	BSK01	BSK ASSOCIATES	-1152.00	AE24428u	Ck# 047997 Reversed
048034	03/01/22	ABE02	ABE-EL WHOLESALE INC.	-9200.00	84568u	Ck# 048034 Reversed
048139	03/01/22	ABE02	ABE-EL WHOLESALE INC.	9200.00	84568y	Ck# 048139->048034 Replacement
048140	03/02/22	AMERI	AMERITAS LIFE INSURANCE C	3799.52 649.52	MAR 2022 MAR. 2022	EMPLOYEE DENTAL INSURANCE COVERAGE 3/1/22-3/31/22 EMPLOYEE VISION INSURANCE COVERAGE 3/1/22-3/31/22
			Check Total.....:	4449.04		
048141	03/02/22	CL901	CORELOGIC SOLUTIONS, LLC.	300.00	30587908	JAN. 2022-MONTH FEE FOR PROPERTY INFO SERVICES
048142	03/02/22	DIO00	DIONICIO RODRIGUEZ JR.	1200.00	0010341	PROFESSIONAL SERVICES WTP INV #0010341
048143	03/02/22	DLI01	DE LAGE LANDEN PUBLIC FIN	4039.32	75551045	COPIER LEASE FOR MONTH MARCH 2022 INV #75551045
048144	03/02/22	FRE30	FRESNO COUNCIL OF GOVERNMENT	373.00	DUES21/22	FRESNO COUNCIL OF GOVERNMENTS-MEMBER DUES 2021/22
048145	03/02/22	LCC03	LEAGUE OF CALIF. CITIES	131.60	7950	MEMBERSHIP DUES FOR SOUTH SAN JOAQUIN VALLEY 2022
048146	03/02/22	LIE01	LIEBERT CASSIDY WHITMORE	75.00	2341	PROFESSIONAL SERVICES RENDERED TRANSACTION ID:2341
048147	03/02/22	LS002	LOZANO SMITH	50.00	2154977	PROFESSIONAL SERVICES RENDERED THROUGH JAN.31 2022
048148	03/02/22	QUI05	QUILL CORPORATION	473.91 33.46	22779988 22788247	OFFICE SUPPLIKES FOR ALL DEPTS. INV #22779988 OFFICE SUPPLIES FOR ALL DEPTS. INV #22788247
			Check Total.....:	507.37		
048149	03/02/22	SBS01	GOODSUITE	.34 129.35	INV141383 INV141485	FINANCE CHARGE INVOICE #INV141383 REMOTE IT SERVICES AND CONTRACT OVERAGES CHARGES
			Check Total.....:	129.69		
048150	03/02/22	STA04	STATE WATER RESOURCES CON	230.00	02/24/22	WASTEWATER OPERATOR CERTIFICATION EXAM TEST
048151	03/02/22	TM001	TUTTLE & MCCLOSKEY	4542.50	3351	ATTORNEY PROFESSIONAL ALLOCATION COSTS INV #3351
048152	03/02/22	TOP01	THE OFFICE CITY	168.53	IN1733458	OFFICE SUPPLIES FOR ALL DEPTS. IN-1733458
048153	03/02/22	USB01	U.S. BANK CORPORATE PAYME	470.17	02/28/22	CREDIT CARD ENDING 0483-MAIN ACCT
048154	03/02/22	VPL01	VICTOR P LOPEZ	12.00	03/01/22	MEDICAL REIMBURSEMENT
048155	03/03/22	BSK01	BSK ASSOCIATES	1152.00	AE24428y	Ck# 048155->047997 Replacement
048156	03/04/22	VPL01	VICTOR P LOPEZ	85.51	03/04/22	MEDICAL REIMBURSEMENT
048157	03/08/22	ADV03	ADVANCED FLOW MEASUREMENT	450.00	0004567	COMPLIANCE TESTING FLOWMETER FOR WWTP DOC #0004567
048158	03/08/22	BAC03	BRYANS AUTO CENTER	568.89 35.00 214.94 309.00	20217 20271 20273 20284	REMOVE AND REPLACE NEW FUEL PUMP TRUCK #208 OIL CHANGE FOR TRUCK #204 PWD INV #20271 PASS DOOR REPAIRS TRUCK #203 INV #20273 REAR LIGHTS REPAIR TRUCK #206 PWD INV #20284
			Check Total.....:	1127.83		
048159	03/08/22	CM001	CITRUS MINI-MART	2319.34	1236	GASOLINE FOR CITY TRUCKS PWD/WTP/WWTP/PD
048160	03/08/22	CWS01	CORBIN WILLITS SYSTEM	455.00 390.00	000C10515 000C10531	ENHANCEMENT AND PROFESSIONAL SERVICES #000C10515 ENHANCEMENT & PROFESSIONAL SERVICES #000C10531

REPORT.: Apr 07 22 Thursday  
 RUN....: Apr 07 22 Time: 12:14  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048160	03/08/22	CNS01	CORBIN WILLITS SYSTEM	957.24 1275.00 300.00 450.00 250.00 938.47 957.24 957.24	000C10715 000C10815 000C11015 000C11031 000C11130 00C105151 00C108151 00C110151	ENHANCEMENT & PROFESSIONAL SERVICES #000C107151 ENHANCEMENT & PROFESSIONAL SERVICES INV #000C10815 ENHANCEMENT AND PROFESSIONAL SERVICES #000C11015 ENHANCEMENT & PROFESSIONAL SERVICES #000C11031 ENHANCEMENT & PROFESSIONAL SERVICES #000C11130 ENHANCEMENT & PROFESSIONAL SERVICES #000C105151 ENHANCEMENT AND PROFESSIONAL SERVICES #000C108151 ENHANCEMENT & PROFESSIONAL SERVICES #000C110151
Check Total.....:				6930.19		
048161	03/08/22	DAP01	DODSON AUTO PARTS	55.04 15.10 16.72 419.89 10.78	50469 50499 50525 50534 50559	MIRREX ASSEMBLY FOR TRUCK #206 INV #50469 TAPE FOR PWD INV #50499 BLUE DEFF STREET SWEEPER INV #50525 OIL & AIR FILTER CHANGE INV #50534 5W20 OIL FOR TRUCK #201 INV #50559
Check Total.....:				517.53		
048162	03/08/22	DHM01	D H MACHINE INC.	178.16 10.34	47253 FC 4333	CLARIFIER PART INV #47253 FINANCE CHARGES ON OVERDUE BALANCES INV #FC 4333
Check Total.....:				188.50		
048163	03/08/22	DLC01	DINOBA LUMBER CO	30.73 6.48 9.93	382953 389707 390127	LIGHTS INV #382953 KEYS FOR PWD INV #389707 KEYKRAFTER INVOICE #390127
Check Total.....:				47.14		
048164	03/08/22	DOW01	DEPARTMENT OF WATER	24072.42	2204E5740	CONTR 1988 CA SAFE DRINKING WATER BOND #2204E57402
048165	03/08/22	FGS01	FRUIT GROWERS SUPPLY CO	11.20 16.15 65.34 17.19	92280131 92280451 92282794 92285860	DRAIN PIPE UNCLOGGER INV #92280131 OIL BAR FOR CHAINSAW INV #92280451 GUNJET FOR SPRAY RIG INV #92282794 BLADE FOR EDGER INV #92285860
Check Total.....:				109.88		
048166	03/08/22	FOO02	FOOTHILL AUTO TRUCK & AG	25.33 59.84 45.70 52.55 15.31 52.55 52.55 32.38 9.42 27.68 17.81 42.27 46.84 49.69 20.71 79.39 110.35 71.22 4.20	905606 905629 905679 905735 905750 905821 905896 906032 906037 906072 906760 906839 907073 907132 907455 907768 907936 909529 909693	CABLE TIES INV #905606 PROPANE FOR MANLIFT INV #905629 PROPANE FOR MANLIFT INV #905679 PROPANE FOR MANLIFT INV #905735 CABLE TIES INV #905750 PROPANE FOR MANLIFT INV #905821 PROPANE FOR MANLIFT INV #905896 CABLE TIES INV #906032 WIRE ROPE CLIPS INV #906037 BATTERIES INV #906072 10W30 OIL INV #906760 PROPANE FOR MANLIFT INV #906839 PROPANE FOR MANLIFT INV #907073 PROPANE FOR MANLIFT INV #907132 F WASHER & SCRUBBING TOWELS INV #907455 PROPANE FOR MANLIFT INV #907768 WORK SUPPLIES @ WWTP INV #907936 COVERALLS INV #909529 WINDOW WASHER INV #909693
Check Total.....:				815.79		
048167	03/08/22	FWUA1	FRIANT WATER AUTHORITY	700.85 2316.34 3471.00 2035.98	115129 115153 115184 115232	SLOMWA WATER YEAR 2019 TRUE UP INV #115129 JJP SELF-FUNDING ALLOCATION PUMP REWIND #115153 MONTHLY SHARE OF FKC ROUTINE OM&R COST-MAR. 2022 SLOMWA FOR BILLING FEBRUARY 2022 INV #115232
Check Total.....:				8524.17		
048168	03/08/22	HAC01	HACH COMPANY	533.78	12746275	REAGENT SET CHLORINE FREE CL17 INV #12746275
048169	03/08/22	LCC03	LEAGUE OF CALIF. CITIES	5264.00	641295	MEMBERSHIP DUES FOR CALENDAR YEAR 2022 INV #641295
048170	03/08/22	LOW01	LOWER TULE RIVER	102085.17	1165	587 ACRE-FEET WATER PURCHASE INV #1165
048171	03/08/22	MVES1	MOUNTAIN VALLEY ENVIRONME	8958.00	3468	CHIEF PLANT OPERATOR AND SUPERVISION SERVICES
048172	03/08/22	OCL02	ORANGE COVE LIQUOR	4111.74	FEB. 2022	GAS FOR PD-MONTH FEBRUARY 2022
048173	03/08/22	ODC01	OVERHEAD DOOR CO. OF	421.50	65623	REPAIR ON ROLL UP DOORS AT FIRE DEPT. INV #65623

REPORT.: Apr 07 22 Thursday  
 RUN....: Apr 07 22 Time: 12:14  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048174	03/08/22	PAR33	PARAMOUNT PEST SERVICES	365.00	220200320	PEST CONTROL PWD,WTP,WWTP,PD INV #2202-00320
048175	03/08/22	PRICE	PRICE PAIGE & COMPANY	420.00	20959	PROFESSIONAL SERVICES RENDERED INV #20959
048176	03/08/22	SEB01	SEBASTIAN	704.35	10692726	ALARM MONITORING FOR ALL DEPTS. INV #10692726
048177	03/08/22	STA04	STATE WATER RESOURCES CON	110.00	03/03/22	OPERATING RENEWAL APPLICATION FEE-JVARGAS GRADE II
048178	03/08/22	SUP03	SUPERIOR POOL PRODUCTS LL	1415.65	Q2017602	CHLORINE FOR WTP INV #Q2017602
048179	03/08/22	TII01	TELSTAR INSTRUMENTS INC	707.25	110593	OPERATIONAL ISSUES ON PLC SERVICES INV #110593
048180	03/08/22	TRE01	MID-VALLEY PUBLISHING INC	135.00	0325074IN	AD/PUBLICATION BLOSSOM ESTATES INV #0325074-IN
048181	03/08/22	ULINE	ULINE	121.58	145265602	CLEANING SUPPLIES FOR PWD INV #145265602
048182	03/08/22	UNITY	UNITY IT	4807.08	363553	COMMUNICATION SERVICES INV #363553
048183	03/08/22	UWB01	UNWIRED BROADBAND	249.99	01277591	COMMUNICATION INV #INV01277591
048184	03/08/22	VUL02	VULCAN MATERIALS COMPANY	553.87	73142184	COLD MIX POT HOLE REPAIR INV #73142184
048185	03/08/22	WILL6	WILLDAN	2380.00	00335895	BUILDING INSPECTOR J.KARLIE PROFESSIONAL SERVICES
048186	03/10/22	APV01	ARAMARK- ACCOUNTS RECEIVA	81.68	000023147	JANITORIAL SUPPLIES CITY YARD #258000023147
				52.98	000023173	JANITORIAL SUPPLIES WWTP #258000023173
				48.33	000023205	JANITORIAL SUPPLIES CITY HALL #258000023205
				54.98	000031198	JANITORIAL SUPPLIES WTP #258000031198
				47.31	000031206	JANITORIAL SUPPLIES CITY YARD #258000031206
				48.33	000031273	JANITORIAL SUPPLIES CITY HALL #258000031273
				78.50	000034884	JANITORIAL SUPPLIES WTP #258000034884
				49.52	000034888	JANITORIAL SUPPLIES CITY YARD #258000034888
				151.50	000034913	JANITORIAL SUPPLIES WWTP #258000034913
				39.25	000034932	JANITORIAL SUPPLIES CITY HALL #258000034932
				57.67	000038427	JANITORIAL SUPPLIES WTP #258000038427
				49.52	000038430	JANITORIAL SUPPLIES CITY YARD #258000038430
				55.54	000038453	JANITORIAL SUPPLIES WWTP #258000038453
				50.51	000038486	JANITORIAL SUPPLIES CITY HALL #258000038486
				89.05	000042110	JANITORIAL SUPPLIES WTP #258000042110
				145.48	000042118	JANITORIAL SUPPLIES CITY YARD #258000042118
				252.78	000042165	JANITORIAL SUPPLIES CITY HALL #258000042165
				57.67	000045670	JANITORIAL SUPPLIES WTP #258000045670
				57.67	000050064	JANITORIAL SUPPLIES WTP #258000050064
				39.25	000050117	JANITORIAL SUPPLIES CITY HALL #258000050117
				57.67	000053789	JANITORIAL SUPPLIES WTP #258000053789
				49.52	000053795	JANITORIAL SUPPLIES CITY YARD #258000053795
				50.51	000053854	JANITORIAL SUPPLIES CITY HALL #258000053854
				56.38	000068393	JANITORIAL SUPPLIES WWTP #258000068393
				58.51	000075663	JANITORIAL SUPPLIES WTP #258000075663
				112.83	000075669	JANITORIAL SUPPLIES CITY YARD #258000075669
				56.38	000075692	JANITORIAL SUPPLIES WWTP #258000075692
				52.56	000075719	JANITORIAL SUPPLIES CITY HALL #258000075719
				58.51	000082750	JANITORIAL SUPPLIES WTP #258000082750
				50.36	000082754	JANITORIAL SUPPLIES CITY YARD #258000082754
				51.47	000082807	JANITORIAL SUPPLIES CITY HALL #258000082807
				58.51	000093606	JANITORIAL SUPPLIES WTP #258000093606
				50.36	000093613	JANITORIAL SUPPLIES CITY YARD #258000093613
				56.38	000093628	JANITORIAL SUPPLIES WWTP #258000093628
				146.98	000093635	JANITORIAL SUPPLIES CITY HALL #258000093635
				58.51	000097214	JANITORIAL SUPPLIES WTP #258000097214
				50.36	000097221	JANITORIAL SUPPLIES CITY YARD #258000097221
				51.47	000097278	JANITORIAL SUPPLIES CITY HALL #258000097278
				58.51	000100817	JANITORIAL SUPPLIES WTP #258000100817
				146.32	000100820	JANITORIAL SUPPLIES CITY YARD #258000100820
				56.38	000100837	JANITORIAL SUPPLIES WWTP #258000100837
				40.21	000100857	JANITORIAL SUPPLIES CITY HAL #258000100857
Check Total.....:				2936.21		
048187	03/10/22	ACTS1	ANIMAL CONTROL & CARE ACA	1252.00	2022-0046	BASIC ANIMAL CONTROL CLASS
048188	03/10/22	ATT05	AT & T	598.85	017810335	AT&T LD ACCT #9391066128 FOR PD
048189	03/10/22	ATM2	FIRSTNET - AT&T MOBILITY	1890.70	X02192022	FIRSTNET FEBRUARY INV #287287201576X02192022
048190	03/10/22	BIA01	BLACKBOARD INC.	3792.44	000858472	BLACKBOARD CONNECT OUTREACH MESSAGING SERVICES
048191	03/10/22	CAR02	CARTOZIAN AIR CONDITIONIN	29250.00	BF22-02-3	27.5 TON PACKAGE UNIT FOR VPL COMMUNITY CENTER

REPORT.: Apr 07 22 Thursday  
RUN....: Apr 07 22 Time: 12:14  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report  
Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048191	03/10/22	CAR02	CARTOZIAN AIR CONDITIONIN	15750.00	BP22-03-3	INSTALL 10 TON BRYANT PACKAGE UNIT FOR VPL CENTER
			Check Total.....:	45000.00		
048192	03/10/22	CDTFA	CALIFORNIA DEPARTMENT OF	198.20	03/10/22	WATER RIGHTS FEE-INTEREST AND PENALTY
				.00	11/12/21y	Ck# 048137->047980 Replacement
			Check Total.....:	198.20		
048193	03/10/22	COL03	COLLINS & SCHOETTLER	632.50	1222	PLANNING CONSULTING-SEPT. 2021 INV #1222
				431.25	1248	PLANNING CONSULTING-NOV. 2021 INV #1248
			Check Total.....:	1063.75		
048194	03/10/22	COL10	COLONIAL LIFE	607.04	490211460	EMPLOYEE BENEFIT PROGRAM
048195	03/10/22	DG001	DIANA GUERRA SILVA	1449.85	03/08/22	MEDICAL REIMBURSEMENT
048196	03/10/22	DHM01	D H MACHINE INC.	198.67	47021	6FT 3" GALV PIPE FOR WWTP INV #47021
				51.62	47092	TAKE OUT, REPLACE PIN AND 1/2 CR 4" PART FOR WWTP
			Check Total.....:	250.29		
048197	03/10/22	FCSFF	FRESNO COUNTY SHERIFF	196.92	SO19173	PRISONER PROCESSING SERVICES INV #SO19173
048198	03/10/22	FRE21	FRESNO/MADERA CHIEF'S ASS	200.00	02/28/22	POLICE CHIEF'S ASSOCIATION DUES YEARLY MEMBERSHIP
048199	03/10/22	GI001	GALL'S INC.	100.80	02/01/22	NAME PLATES FOR UNIFORMS
048200	03/10/22	KOEFR	KOEFRAN INDUSTRIES, INC.	205.00	000500484	ANIMAL SHELTER FEES INV #000500484
048201	03/10/22	PGE01	PG & E	52581.48	03/07/22	UTILITIES ELECTRICITY FOR ALL DEPT.
048202	03/10/22	QUI05	QUILL CORPORATION	48.11	22841126	OFFICE SUPPLIES FOR PD INV #22841126
				207.99	23148625	OFFICE SUPPLIES FOR PD INV #23148625
				33.34	23211720	OFFICE SUPPLIES FOR PD INV #23211720
				15.96	23252794	OFFICE SUPPLIES FOR PD INV #23252794
				63.69	23289188	OFFICE SUPPLIES FOR PD INV #23289188
			Check Total.....:	369.09		
048203	03/10/22	RSG01	ROSENOW SPINVACEK GROUP	551.25	I008429	ADMIN SERVICES FY 2021/2022
048204	03/11/22	APV01	ARAMARK- ACCOUNTS RECEIVA	54.98	000006836y	Ck# 048204->047570 Replacement
				47.31	000006842y	Ck# 048204->047570 Replacement
				376.91	000006861y	Ck# 048204->047570 Replacement
				48.33	000006902y	Ck# 048204->047570 Replacement
				54.98	000010973y	Ck# 048204->047570 Replacement
				47.31	000010980y	Ck# 048204->047570 Replacement
				52.98	000011007y	Ck# 048204->047570 Replacement
				37.71	000011031y	Ck# 048204->047570 Replacement
			Check Total.....:	720.51		
048205	03/15/22	OCH05	ORANGE COVE HIGH SCHOOL A	500.00	03/14/22	ANNUAL LUCK RUN 5K --
048206	03/23/22	AFLAC	AFLAC	1573.26	561242	AFLAC INSURANCE PREMIUMS PAYABLE INV #561242
048207	03/23/22	ALH01	SPARKLETTTS	314.02	843030122	WATER SERVICE & EQUIPMENT RENTAL #11244843 030122
048208	03/23/22	AMCE1	AM CONSULTING ENGINEERS,	29101.61	03/10/22	PROFFESIONAL SERVICES
048209	03/23/22	APV01	ARAMARK- ACCOUNTS RECEIVA	.00	000006836y	Ck# 048204->047570 Replacement
				.00	000006842y	Ck# 048204->047570 Replacement
				.00	000006861y	Ck# 048204->047570 Replacement
				.00	000006902y	Ck# 048204->047570 Replacement
				.00	000010973y	Ck# 048204->047570 Replacement
				.00	000010980y	Ck# 048204->047570 Replacement
				.00	000011007y	Ck# 048204->047570 Replacement
				.00	000011031y	Ck# 048204->047570 Replacement
				58.51	000104589	JANITORIAL SUPPLIES FOR WTP INV #258000104589
				50.36	000104594	JANITORIAL SUPPLIES FOR CITY YARD #258000104594
				56.38	000104619	JANITORIAL SUPPLIES FOR WWTP INV #258000104619
				52.56	000104637	JANITORIAL SUPPLIES FOR CITY HALL #258000104637
				58.51	000119140	JANITORIAL SUPPLIES FOR WTP INV #258000119140
				50.36	000119142	JANITORIAL SUPPLIES CITY YARD INV #258000119142
				56.38	000119158	JANITORIAL SUPPLIES FOR WWTP INV #258000119158
				260.64	000119172	JANITORIAL SUPPLIES CITY HALL INV #258000119172

REPORT.: Apr 07 22 Thursday  
 RUN...: Apr 07 22 Time: 12:14  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Check Total.....:				643.70		
048210	03/23/22	AST00	ASI ADMINISTRATIVE SOLUTI	1835.14	03/11/22	MONTHLY CHECK REGISTER 3/9/22-3/11/22 FEES
				858.00	A1022662	MONTHLY MEDICAL ADMIN FEES MARCH 2022 #A1022662
Check Total.....:				2693.14		
048211	03/23/22	BAR00	BARCODES LLC	63.28	Q1570600	SERV. CONTRACT 3YRS EVID. PRINTER QUOTE #Q1570600
048212	03/23/22	BAR26	BARRAGAN, ANDRES	66.03	02/24/22	DRONE TAINING MEAL REIMBURSEMENT
048213	03/23/22	BMI01	BADGER METER, INC	423.12	80092357	BEACON FIX NETWORK SERVICE UNIT SERVICES-NOV. 2021
048214	03/23/22	CAR02	CARTOZIAN AIR CONDITIONIN	29250.00	BP22-02-4	INSTALL 27.5 TON BRYANT PACKAGE HVAC UNIT FOR VFL
048215	03/23/22	CEN03	CENTRAL VALLEY LOCK & SAF	135.00	59411	RUDY'S OFFICE DOOR LOCK INV #59411
048216	03/23/22	CMM01	CITRUS MINI-MART	2640.11	1237	GASOLINE FOR CITY TRUCKS PWD, WTP, WWTP INV #1237
048217	03/23/22	COL03	COLLINS & SCHOETTLER	1293.75	1270	PLANNING CONSULTING INV #1270
048218	03/23/22	COU16	COURIER PRINTING	659.65	C26335	4 COLOR LABEL 3"X3" INV C26335
048219	03/23/22	CSJVR	CENTRAL SAN JOAQUIN VALLE	42352.00	03/15/22	WORKERS COMPENSATION PROGRAM INV #RMA 2022-0280
				28967.00	2022-0280	LIABILITY PROGRAM INV #RMA 2022-0280
Check Total.....:				71319.00		
048220	03/23/22	CWS01	CORBIN WILLITS SYSTEM	957.24	00C202151	ENHANCEMENT AND PROFESSIONAL SERVICES #00C202151
048221	03/23/22	DAP01	DODSON AUTO PARTS	558.24	50575	GREASE AND OIL FOR STREET SWEEPER INV #50575
				64.42	50609	FILTER AND TOOL FOR SWEEPER INV #50609
				156.49	50616	BLUE DEF AND FUEL FILTER FOR SWEEPER INV #50616
				6.46	50617	LIGHTS BULBS FOR TRUCK #206 INV #50617
				145.13	50634	OIL AND AIR FILTER FOR TRUCK #206 INV #50634
				9.69	50643	LIGHT BULBS FOR TRUCK #206 INV #50643
				68.55	50644	WELDING RODS FOR CITY YARD INV #50644
				58.07	50647	OIL AND FILTER TRUCK #206 INV #50647
				16.16	50648	PAINT FOR TRUCK #204 INV #50647
				14.54	50657	LIGHTS FOR TRUCK #206 INV #50657
				175.01	50670	BELTS AND TOOLS FOR SWEEPER INV #50670
				24.81	50699	TOOLS FOR TRUCK #206 INV #50699
Check Total.....:				1297.57		
048222	03/23/22	DEL40	DELEON, ROLDAN	90.00	03/11/22	INVESTIGATION INTERVIEW & INTERROGATION (LUNCH)
048223	03/23/22	DHM01	D H MACHINE INC.	40.00	47474	REMOVE PIPE FROM FLANGE WTP INV #47474
048224	03/23/22	FBA01	BEHAVIORAL ANALYSIS TRAIN	575.00	IV00118	INVESTIGATOR CLASS INTERVIEW & INTERROGATION
048225	03/23/22	FGS01	FRUIT GROWERS SUPPLY CO	13.90	92286764	BLEACH DISINFECTING ANIMAL CONTROL INV #92286764
				26.10	92287066	TOOL FOR CHAIN SAW PWD INV #92287066
				22.08	92287067	HAMMER FOR WWTP INV #92287067
				49.54	92287097	RAKE PWD INV #92287097
				16.36	92288350	MASONARY BRUSH PWD INV #92288350
				35.52	92289282	HANDLE FOR SHOVEL PWD INV #92289282
				83.43	92289805	PLUMBING SUPPLIES-WATER LEAK WTP INV #92289805
				170.28	92289810	PLUMBING SUPPLIES-WATER LEAK WTP INV #92289810
				60.64	92289891	WRENCH & COUPLER FOR WATER LEAK WTP INV #92289891
Check Total.....:				477.85		
048226	03/23/22	FPE01	FRESNO PET EMERGENCY & RE	164.25	109267	ANIMAL CONTROL SERVICES INV #109267
048227	03/23/22	FUT01	FUTURE FORD OF CLOVIS	919.89	884993	CHIEF UNIT INOP BALLEST ASSEMBLY INV #884993
048228	03/23/22	FWUA1	FRIANT WATER AUTHORITY	28792.00	115265	MON. SHARE FKC CONEYANCE COSTS JAN. 2022
048229	03/23/22	GAL05	GALEANA JOSE LOUIS	11.95	03/04/22	MEAL REIMBURSEMENT-ALTERED VEHICLES TRAINING
048230	03/23/22	KNC02	JEREMY KNOY	31.36	02/20/22	DUI EST'S TRAINING LUNCH REIMBURSEMENT
048231	03/23/22	LEG02	PORAC LEGAL DEFENSE FUND	761.10	663206	LEGAL DEFENSE FUND INV #663206
048232	03/23/22	LIE01	LIEBERT CASSIDY WHITMORE	1730.00	03/16/22	CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM
048233	03/23/22	LOW01	LOWER TULE RIVER	1217.37	1178	7 ACRE-FEET WATER PURCHASE INV #1178

REPORT.: Apr 07 22 Thursday  
 RUN....: Apr 07 22 Time: 12:14  
 Run By.: Dora Silva

CITY OF ORANGE COVE  
 Cash Disbursement Detail Report  
 Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048234	03/23/22	LS002	LOZANO SMITH	10165.96	2157236	PROFESSIONAL SERVICES INV #2157236
048235	03/23/22	MON00	MONTEMAYOR, BRYAN	65.68	02/25/22	DRONE TRAINING MEAL REIMBURSEMENT
048236	03/23/22	MVES1	MOUNTAIN VALLEY ENVIRONME	5375.00	3504	CHIEF PLANT OPERATOR & SUPERVISION SERVICES
048237	03/23/22	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	8641	MONTHLY RODENT CONTROL @ FEINSTEIN PARK-FEB. 2022
048238	03/23/22	OCTS1	ORANGE COVE TIRE SERVICE	102.00 16.00 336.94 102.00 1056.56 65.00 102.00 15.00 45.00 102.00	27105 27126 27158 27348 27373 27389 27403 27423 27437 27470	DOG FOOD INV #27105 TIRE REPAIR PWD SUPERVISOR TRUCK INV #27126 BRAKE REPAIRS TRUCK #201 INV #27158 DOG FOOD INV #27348 NEW TIRES FOR 2018 RAM WTP INV #27373 TIRE REPAIR PWD TRUCK INV #27389 DOG FOOD INV #27403 TIRE REPAIR PWD TRUCK INV #27423 TIRE REPAIR PWD TRUCK INV #27437 DOG FOOD INV #27470
Check Total.....:				1942.50		
048239	03/23/22	PAR33	PARAMOUNT PEST SERVICES	365.00	220300309	PEST CONTROL PWD,WTP,WWTP,AND PD INV #2203-00309
048240	03/23/22	PD001	PENA'S DISPOSAL	41453.79	FEB. 2022	DISPOSAL SERVICES-PENA CO. FEBRUARY 2022
048241	03/23/22	PEA02	PORA OF CALIFORNIA	408.00	343862	POA MEMBERSHIP DUES INV #343862
048242	03/23/22	PRO21	PROFESSIONAL PRINT & MAIL	1266.45 1277.97 1269.92	111180 111521 0110873	PRINTING-JANUARY 2022 MONTHLY BILL INV #111180 PRINTING-FEBRUARY 2022 MONTHLY BILLS INV #111521 PRINTING-DECEMBER 2021 MONTHLY UTILITY BILLS
Check Total.....:				3814.34		
048243	03/23/22	PUR01	PURCHASE POWER	318.21	02/13/22	POSTAGE FOR ALL DEPTS ACCT #8000 9000 0619 3662
048244	03/23/22	QUI05	QUILL CORPORATION	249.54 424.96	23870814 23896280	OFFICE SUPPLIES FOR CITY HALL INV #23870814 OFFICE SUPPLIES FOR CITY HALL INV #23896280
Check Total.....:				674.50		
048245	03/23/22	RIV04	RIVERA JUAN	50.74 119.17	03/05/22 11/13/21	REIMBURSEMENT FOR UNIFORM PURCHASE-J.RIVERA REIMBURSEMENT FOR SAFETY JACKET-J.RIVERA
Check Total.....:				169.91		
048246	03/23/22	STA02	STATE CONTROLLER DEP. ACC	2983.79	00003159	ANNUAL STREET REPORT 20/21 FY INV #FAUD-00003159
048247	03/23/22	SUP03	SUPERIOR POOL PRODUCTS LL	57.37	Q2015966	CHLORINE FOR WTP
048248	03/23/22	TGC02	THE GAS COMPANY	2298.27	03/08/22	UTILITIES GAS FOR ALL DEPTS.
048249	03/23/22	TI101	TELSTAR INSTRUMENTS INC	707.25	111425	WORK ON VFD PLANT @ WTP INV #111425
048250	03/23/22	TM001	TUTTLE & MCCLOSKEY	4727.60	3541	ATTORNEY PROFESSIONAL ALLOCATION COSTS INV #3541
048251	03/23/22	TRE01	MID-VALLEY PUBLISHING INC	30.50	0325333IN	AD/PUBLICATIONS CHIEF WASTE WATER INV #0325333-IN
048252	03/23/22	ULINE	ULINE	96.77	14542566	CLEANING SUPPLIES PWD INV #14542566
048253	03/23/22	UNITY	UNITY IT	4207.71	363654	COMMUNICATION SERVICES INV #363654
048254	03/23/22	VTB01	VISALLA TIMES-DELTA	208.35	004429952	AD FOR CHIEF WASTEWATER INV #004429952
048255	03/23/22	WEE01	W&E ELECTRIC	198.65 472.01	2202048 2202072	PHOTO CELL FOR RAIL TO TRAILS INV #2202048 LIGHTS FOR RAILS TO TRAILS INV #2202072
Check Total.....:				670.66		
048256	03/24/22	VPL01	VICTOR P LOPEZ	21.05	03/24/22	MEDICAL REIMBURSEMENT
048257	03/29/22	APV01	ARAMARK- ACCOUNTS RECEIVA	113.32 41.65	000119166 000119170	JANITORIAL SUPPLIES FOR PD INV #258000119166 JANITORIAL SUPPLIES FOR PD INV #258000119170
Check Total.....:				154.97		
048258	03/29/22	BK&S1	BARTKIEWICZ, KRONICK & SH	226.45	89260001	REPAYMENT CONTRACT LITIGATION FILE #8926.0001
048259	03/29/22	COL07	COLANTUONO, HIGHSMITH & W	70.63	50869	PG&E COALITION-UUT INV #50869

REPORT.: Apr 07 22 Thursday  
RUN....: Apr 07 22 Time: 12:14  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report  
Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048260	03/29/22	DG001	DIANA GUERRA SILVA	303.33	03/28/22	MEDICAL REIMBURSEMENT
048261	03/29/22	DOJ01	DEPARTMENT OF JUSTICE	113.00 59.00	568069 0556596	FINGER PRINTING INV #568069 FINGERPRINTING INV #556596
Check Total.....:				172.00		
048262	03/29/22	FCSEF	FRESNO COUNTY SHERIFF	12992.44	SO19231	DISPATCHING SERVICES INV #SO19231
048263	03/29/22	FR001	FRONTIER	48.61	03/31/22	COMMUNICATIONS ACCT #213-031-7012-081913-5
048264	03/29/22	HWS01	HEALTHWISE SERVICES, LLC	50.00	000115358	KIOSK LEASE FEE INV #0000115358
048265	03/29/22	QUI05	QUILL CORPORATION	45.52 34.53 69.06	23380655 23415634 23557526	OFFICE SUPPLIES INV #23380655 OFFICE SUPPLIES INV #23415634 OFFICE SUPPLIES FOR PD INV #23557526
Check Total.....:				149.11		
048266	03/29/22	RR001	ROY RODRIGUEZ	68.91	03/29/22	MEDICAL REIMBURSEMENT
048267	03/29/22	SH001	SHERI HENDRIX	179.00	4091659	PREMIER FOOD SAFETY FOOD MANAGER COURSE
048268	03/29/22	SOU02	SOUTH COUNTY VETERINARY H	66.00	03/05/22	ANIMAL SHELTER EUTHANASIA
048269	03/29/22	USB01	U.S. BANK CORPORATE PAYME	1508.12	03/29/22	CREDIT CARD ENDING 0483 (MAIN ACCOUNT)
048270	03/29/22	VOR01	VORTAL, INC	225.00	1626	MONTHLY MAINTENANCE & PROFESSIONAL SERVICES #1626
048271	03/29/22	VPL01	VICTOR P LOPEZ	500.00 539.26	MAY 2022 MAY.2022	AUTO ALLOWANCE-MONTH MAY 2022 MEDICAL REIMBURSEMENT CO-PAY
Check Total.....:				1039.26		
Cash Account Total.....:				576405.69		
Total Disbursements.....:				576405.69		

REPORT.: Apr 07 22 Thursday  
RUN....: Apr 07 22 Time: 12:14  
Run By.: Dora Silva

CITY OF ORANGE COVE  
Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
Check Listing for 03-22 thru 03-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700558	03/11/22	CSD02	CALIFORNIA STATE DISBURSE	125.40	C20310	Garnishment
700559	03/11/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	.00 2067.53 18.15 1002.68 14.77 2.64	C20302 C20310 1C20302 1C20310 2C20310 3C20310	State Income Tax State Income Tax SDI SDI State Income Tax SDI
			Check Total.....:	3105.77		
700560	03/11/22	EDD02	EDD SUI	56.10 157.08	C20302 C20310	SUI SUI
			Check Total.....:	213.18		
700561	03/11/22	PER00	CALIF. PUBLIC EMPLOYEES RE	.00 17291.87 32.44	C20302 C20310 1C20310	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....:	17324.31		
700562	03/11/22	PER01	P.E.R.S. FOR THE 457	305.00	C20310	457 Plan
700563	03/11/22	SEC00	UNION BANK	30.38 8003.87 204.60 11302.80 47.86 2643.42 49.23 29.76 6.96	C20302 C20310 1C20302 1C20310 2C20302 2C20310 3C20310 4C20310 5C20310	Federal Income Tax Federal Income Tax FICA FICA Medicare Medicare Federal Income Tax FICA Medicare
			Check Total.....:	22318.88		
700564	03/11/22	STA20	STATE DISBURSEMENT UNIT	1098.45 50.00	C20310 1C20310	Garnishment Misc Deduction
			Check Total.....:	1148.45		
700569	03/24/22	CSD02	CALIFORNIA STATE DISBURSE	125.40	C20324	Garnishment
700570	03/24/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	1879.35 965.87	C20324 1C20324	State Income Tax SDI
			Check Total.....:	2845.22		
700571	03/24/22	EDD02	EDD SUI	97.70	C20324	SUI
700572	03/24/22	PER01	P.E.R.S. FOR THE 457	305.00	C20324	457 Plan
700573	03/24/22	SEC00	UNION BANK	7649.71 10887.80 2546.34	C20324 1C20324 2C20324	Federal Income Tax FICA Medicare
			Check Total.....:	21083.85		
700574	03/24/22	STA20	STATE DISBURSEMENT UNIT	1098.45 50.00	C20324 1C20324	Garnishment Misc Deduction
			Check Total.....:	1148.45		
			Cash Account Total.....:	70146.61		
			Total Disbursements.....:	70146.61		



# **ORANGE COVE CITY COUNCIL SPECIAL MEETING MINUTES**

**Victor P. Lopez, Mayor**

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

**Josie Cervantes, Council Member  
Esperanza Rodriguez, Council Member**

**TUESDAY, MARCH 29, 2022 - 6:00 P.M.**

**SENIOR CENTER  
699 6<sup>th</sup> Street, Orange Cove, California 93646**

**LIVE MEETING AND  
TELECONFERENCE  
(CALL 1-720-740-9780 ACCESS CODE 1060550#)**

## **A. Call to Order/Welcome**

**COUNCIL PRESENT:** Mayor Victor P. Lopez (arrived at 6:07pm)  
Mayor Pro Tem Diana Guerra Silva  
Councilmember Roy Rodriguez  
Councilmember Josie Cervantes  
Councilmember Esperanza Rodriguez (arrived 6:11pm)

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

**Invocation** Resident Glenda Hill

**Flag Salute** Mayor Pro Tem Silva

## **B. Confirmation of Agenda**

Interim City Manager, Rudy Hernandez, requested to table items #13, #14

**Upon the motion by Councilman Rodriguez and seconded by Councilwoman Cervantes, Council approved to table items #13 and #14.**

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

## **C. Consent Calendar**

1. City Council Minutes February 23, 2022 and March 9, 2022

**Upon the motion by Councilman Rodriguez and seconded by Councilwoman Cervantes, Council approved the Consent Calendar as presented.**

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

## **D. Administration**

### **City Engineer**

2. **SUBJECT:** Public Presentation and Consideration and Necessary Action on a Resolution of the City Council Adopting the City of Orange Cove Local Road Safety Plan

**Recommendation:** Staff recommends that City Council adopt Resolution No. 2022-18 adopting the City of Orange Cove's Local Road Safety Plan as a guiding document and for inclusion in the Fresno Council of Government's Multijurisdictional Local Road Safety Plan.

Ms. Jennifer Solis, from Fresno COG presented to Council the Local Road Safety Plan.

Orange Cove could apply for future funding and Enhance safety Roadways. There is a million dollars available and Orange Cove could ask for \$250,000.

**Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved to adopt 2022-18 adopting the City of Orange Cove's Local Road Safety Plan as a guiding document and for inclusion in the Fresno Council of Government's Multijurisdictional Local Road Safety Plan.**

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

**Planning:**

**3. SUBJECT: Blossom Estates Tentative Tract No. 6355**

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

Mayor Pro Tem asked when the development will begin: Mr. Piro was in attendance and answered Mayor Pro Tem question and looking to begin in October. Will work 5-7 homes per month.

a) Resolution No. 2022-15 adopting a Mitigated Declaration and a Mitigated Monitoring and/report Program for the Blossom Estates Tentative Tract Map No. 6355

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved Resolution No. 2022-15 adopting a Mitigated Declaration and a Mitigated Monitoring and/report Program for the Blossom Estates Tentative Tract Map No. 6355**

b) Resolution No. 2022-16 approving Tentative Tract Map No. 6355 (Piro Enterprises) subject to the conditions of approval herein

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved Resolution No. 2022-16 approving Tentative Tract Map No. 6355 (Piro Enterprises) subject to the conditions of approval herein**

**4. SUBJECT: Fresno County Multi-Jurisdictional Housing Element**

**Recommendation:** Council to consider approving Resolution No. 2022-17 approving the participation of the City of Orange Cove in the Fresno County Multijurisdictional Housing Element update and cost sharing agreement

Tristan from Collins and Schoettler presented to Council the reason why Collins and Schoettler is not doing the Housing Element due to new State requirements.

**Upon the motion by Councilman Rodriguez and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2022-17 approving the participation of the City of Orange Cove in the Fresno County Multijurisdictional Housing Element update and cost sharing agreement**

**Interim City Manager:**

**5. SUBJECT: Financial Updates (Verbal)**

**Recommendation:** Informational Item Only

City received a Grant \$250,000 for the Water Well Project  
Homebuyer Down Assistant Program will be available

**Mayor and City Councilmembers:**

6. **SUBJECT:** NALEO Conferences: April 21-22, 2022 and June 23-25, 2022 in Chicago, IL

**Recommendation:** Council to give staff direction

Mayor Lopez presented this item and asked Council for a motion to approve the Conferences

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the NALEO Conferences and interested in attending the June 23-25 Conference in Chicago, IL as presented.**

**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**

**I. City Council Communications**

**J. Closed Session:**

7. Conference with Labor Negotiators (Government Code Section 54957.6)
- a. City Designated Representative: Rudy Hernandez, Interim City Manager
  - b. Employee Organization: International Union of Operating Engineers, Stationary Engineers, Local 39
8. Conference with Labor Negotiators (Government Code Section 54957.6)
- a. City Designated Representative: Rudy Hernandez, Interim City Manager
  - b. Employee Organization: Orange Cove Police Officers Association

9. Conference with Legal Counsel  
Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b)(2)
10. Pursuant to Government Code Section 54957  
Appointment of Legal Services for Personnel related matters
11. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: 9581 S. Pedersen Avenue, Reedley, CA  
APN: 373-180-06  
City Negotiator: City Manager and City Engineer  
Negotiating Parties: Stucky, Douglas L & Amanda (for Seller);  
Under Negotiation: Price and Terms of Payment
12. Government Code Section 54956.8  
Conference with Real Property Negotiator  
Property: City of Orange Cove 0.75 Acres  
APN: 378-030-44T  
City Negotiator: City Manager  
Negotiating Parties: Jonathan D. Startz; AMG & Associates  
Under Negotiation: Price and Terms of Payment
13. Conference with real property negotiator  
Government Code Section 54956.8  
Property: Industrial Park  
APN: 378-200-21T  
City Negotiator: City Manager  
Negotiating Parties: Jesus Lara  
Under Negotiation: Price and Terms of Payment
14. Conference with real property negotiator  
Government Code Section 54956.8  
Property: APN 375-173-04t located on Park Blvd.  
City Negotiator – City Manager  
Negotiating Parties. Raul Santelian  
Under Negotiation: Price and Terms of Payment

#### **K. Reconvene Council Meeting**

Mayor Lopez reconvened City Council Meeting at 9:05 p.m. and item #7-12 Council approved direction to staff. Excluding items #13 and #14.

#### **L. Adjournment**

## **CITY OF ORANGE COVE**

### **FLAT FEE AGREEMENT FOR PROFESSIONAL LEGAL SERVICES**

THIS AGREEMENT is made effective as of the 1st day of April, 2022, by and between City of Orange Cove (hereinafter "City") and Griswold, LaSalle, Cobb, Dowd & Gin, LLP (hereinafter "Contractor") for legal services to be provided as the Orange Cove City Attorney.

#### **RECITALS**

WHEREAS, City requires legal services on an ongoing basis by its designated City Attorney;

WHEREAS, Contractor is qualified pursuant to the Government Code Section 41801 et seq. to perform such ongoing legal services;

**NOW, THEREFORE, CITY AND CONTRACTOR MUTUALLY AGREE PURSUANT TO THE TERMS, COVENANTS AND CONDITIONS INDICATED HEREIN AS FOLLOWS:**

#### **1. Recitals.**

The recitals hereinabove set forth are by virtue of this reference incorporated herein as though the same were set forth fully at this point.

#### **2. Scope of Services**

The Contractor shall provide legal services as requested by the City and will keep City informed of significant developments in those matters. All of the services to be provided by Contractor to City under this Agreement shall be labeled for billing purposes as "Included Services" and "Not Included Services." Both the Included Services and the Not Included Services shall sometimes be collectively referred to herein as "Services." The Included Services shall generally include legal issues surrounding those activities listed in Exhibit "A" attached hereto and made a part hereof.

The Not Included Services shall include those activities listed in Exhibit "B" attached hereto and made a part hereof. As part of the Included Services, Contractor will attend all meetings as required or needed.

The parties agree that they will discuss any services that do not specifically fall into either category to determine whether the service in question should fall inside the flat fee amount.

Contractor will not represent City on matters to be handled by a Risk Management Authority or other insurance carrier unless specifically requested.

The primary Attorney providing Services for the City shall be Megan Dodd. Assisting Ms. Dodd on City matters is Attorney Mario Zamora.

City acknowledges and it is aware that Services are provided by Contractor on a team basis and that all members and staff of Contractor may and will be providing such Services.

### **3. Compensation**

Fees for Included Services will be billed at a flat fee of six thousand dollars (\$6,000) per month and Not Included Services will be billed at Contractor's hourly rates in addition to the flat fee. Hourly rates for the Not Included Services range from two hundred and five dollars to three hundred dollars (\$205 - \$300/hour) depending on the attorney, one hundred fifty per hour (\$150/hour) for paraprofessionals and seventy-five dollars per hour (\$75/hour) for clerical staff. All hourly rates are subject to change, however the flat fee shall remain the same unless changed by agreement or by inflation as described below.

Each invoice, whether for Included Services or Not Included Services, shall include a description of services rendered, to whom so rendered, date of service and the charges according to the agreed upon method. Accounts will be payable by check and will be due by the 20th of every month.

Any and all attorney's fees recovered by Contractor as a result of litigation shall be collected by Contractor on City's behalf and shall serve as a credit towards compensation due thereafter to Contractor by City.

The flat rate shall increase by three percent (3%) at the beginning of each fiscal year to account for inflation, beginning in June 2023.

### **4. Modification and Termination Without Cause**

This Agreement may be modified only by a written amendment signed by the parties. This Agreement is an at-will contract that may be terminated by City or Contractor at any time, without cause subject to the obligations of Contractor as an attorney under the California Rules of Professional Conduct.

Following termination, Contractor shall turn over to the City all completed deliverables and then shall be reimbursed for all expenditures made in good faith that are due and unpaid at the time of termination.

### **5. Warranty**

City relies upon Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants that it will perform its work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. City's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

Contractor further warrants that it possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, or permits, required to perform the work under this Agreement.

## **6. Independent Contractor**

Contractor is an independent contractor and not an agent, officer or employee of City. The parties mutually understand that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Contractor shall have no claim against City for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

As an independent contractor, Contractor is not subject to the direction and control of City except as to the final result contracted for under this Agreement. City may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement.

Contractor may provide services to others during the same period Contractor provides service to City under this Agreement.

Any persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

As an independent contractor, Contractor shall indemnify and hold City harmless from any claims that may be made against City based on any contention by a third party that an employer-employee relationship exists under this Agreement.

Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as the same may be related to or arise from compensation paid hereunder.

## **7. Responsibilities of Contractor**

Contractor possesses the requisite skills necessary to perform the work under this Agreement and City relies upon such skills. Contractor pledges to perform its work skillfully and professionally. City's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility

Contractor verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in its professional judgment, the work can and shall be completed for costs in accordance with the provisions of this Agreement.

## **8. Indemnification.**

Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or in any way related to Contractor's negligence or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

## **9. Insurance**

Contractor agrees to carry errors and omissions insurance that provides not less than \$1,000,000.00 in coverage per claim, and aggregate coverage of not less than \$1,000,000.00.

Contractor and/or its attorneys shall carry Auto Liability in the amount of \$1,000,000.00 combined single limit (CSL) per accident.

Contractor agrees to carry workers' compensation and employer's liability insurance in accordance with the California Labor Code and employer's liability limits as required by law. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and agents for losses arising from work performance by the Contractor for the City.

## **10. Drug Free Workplace**

Contractor warrants that it is knowledgeable of Government Code section 8350 et seq. regarding a drug free workplace and shall abide by and implement its statutory requirements.

## **11. Nondiscrimination**

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **12. Subcontractor and Assignment.**

Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement nor assign this Agreement or monies due without the prior written consent of the City Manager, the departmental contract manager, department head or his or her designee subject to any required state or federal approval.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

## **13. Notice**

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

**City:**

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

**Contractor:**

Managing Partner  
Griswold, LaSalle, Cobb, Dowd & Gin LLP  
111 E. 7th Street  
Hanford, CA 93230

If notice is given by personal delivery or electronic transmission, notice is effective as of the date of delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **14. Choice of Law**

The parties have executed and delivered this agreement in the County of Fresno, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. Fresno County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

/

/

/

/

/

/

/

/

/

**15. Severability**

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

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

CITY OF ORANGE COVE

GRISWOLD, LASALLE, COBB, DOWD &  
GIN, LLP

By: \_\_\_\_\_  
Victor Lopez, Mayor

By: \_\_\_\_\_  
Mario U. Zamora,  
Managing Partner

ATTEST:

\_\_\_\_\_  
City Clerk

## **Exhibit “A”**

### **Included Services**

All day-to-day interaction, memorandums, legal research, meetings, contract review, and travel for all city departments including:

1. Finance Department
2. HR labor relations
3. Police Department; including subpoena and Pitchess Motion issues
4. Public Works
5. City Council
6. Economic Development
7. City clerk
8. Engineering
9. Fire Department
10. Parks & Recreation

## **Exhibit “B”**

### **Not Included Services**

1. All litigation handled by our office
2. Environmental or real estate transactions (above and beyond normal review of items stated in Exhibit “A”)
3. Election and Redistricting related legal services
4. Cannabis related issues
5. Cybersecurity/ IT related issues
6. Any other irregular legal services as shall be designated by the City Manager

*All of the above are billed at our normal and customary hourly rates plus costs.*

---

## ENGINEER'S REPORT

---

**TO:** CITY COUNCIL  
**FROM:** ALFONSO MANRIQUE, PE  
AM CONSULTING ENGINEERS, INC.  
**SUBJECT:** PROJECT PROGRESS UPDATE  
**DATE:** APRIL 27, 2022

---

This Engineer's Report provides an update on the progress made on the various projects since March 9, 2022, that Staff is currently working on:

1. American Rescue Plan

a. City Hall Front Office and Flooring Remodel

Burke Construction will begin construction of this project on Monday May 18<sup>th</sup>. During this time, the City Hall will be closed to the public and staff will be working either in temporary work trailers or remotely. Burke Construction estimates that the project will be complete by June 6<sup>th</sup> and staff can proceed with moving back into the building.

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

Staff has submitted the required site certificate documentation for EDA's review and approval. EDA has stated that their legal department typically takes one to two months to complete their review. Following their approval, staff can proceed with putting the project out to bid.

3. City Hall Stairway and ADA Access

Staff has retained an architect to prepare the design for the improvements to the City Hall stairway. Repairs to the stairway will include replacing the stairs with a composite decking material, installing nosing's, handrails, painting, lowering the existing PG&E box, and concrete improvements on the landing if needed. A company that specializes in the installation of ADA lifts has surveyed the ADA access lift in the back and is currently preparing a quote to replace the existing lift. Staff will present the quote for City Council's at the second meeting in April.

4. Victor P. Lopez Community Center Repairs

This project is currently in progress. The roofing company has proceeded with the roof repairs and the second HVAC system will be installed by the end of May. The plumbing contractors are schedule to start their work on May 9<sup>th</sup>. Staff estimates that all repairs will be complete sometime in mind June.

5. City Hall Phone and Internet Services

The project is currently under construction. CVIN fiber crews will be onsite this week and next to blow in the fiber. Once that's done, Networking will coordinate for access to complete the networking at each location.


6. Active Transportation Program Cycle 6

The guidelines for the statewide ATP Program are now available and the application is due June 17<sup>th</sup>. Under this program, the City can submit for projects increase active transportation in the community, such as pedestrian sidewalk improvements. Additionally, the rehabilitation of existing sidewalk that pose

a hazard are also eligible under this program. Staff has prepared a figure that displays the location of existing and planned sidewalk through the City in comparison to locations that do not contain sidewalk. Staff is requesting City Council's input on what project locations they would like to include in this upcoming ATP cycle.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer   
**Subject:** Approve Ordinance Amending Chapter 8.21 of Title 8 of the Orange Cove Municipal Code Pertaining to the Regulation of State Mandated Recycling Programs  
**Attachments:** Ordinance No. 390

### **RECOMMENDATION:**

It is recommended that City Council by motion waive full reading and introduce Ordinance No. 2022-01, amending Chapter 8.21 of Title 8 of the Orange Cove Municipal Code pertaining to the regulation of State mandated recycling programs, and schedule the seconding reading and adoption of the Ordinance for the April 27<sup>th</sup> City Council meeting.

### **BACKGROUND:**

In 2016, Governor Brown signed into law Senate Bill (SB) 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. SB 1383 is the State's most ambitious waste reduction law in the last 30 years and enacts the following targets to reduce organic waste in landfills:

- Achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025.
- Recover at least 20% of currently disposed surplus food by 2025.

In addition to setting specific emissions reduction goals, SB 1383 mandates cities and counties to:

- Provide organic waste collection services to all residents and businesses.

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: \_\_\_\_\_

- Develop and adopt an enforcement mechanism or ordinance by January 2022.
- Establish an edible food recovery program.
- Update the City's procurement policy to purchase recycled content paper and recycled organic waste products (e.g., compost, mulch, and renewable natural gas) at a volume of 0.08 tons/resident.
- Provide outreach and education for generators, haulers, facilities, edible food recovery organizations, and municipal departments.
- Plan and secure access for recycling and edible food recovery capacity.
- Monitor compliance and conduct enforcement.
- Maintain accurate compliance records.

Updating Chapter 8.21 of Title 8 of the City's Municipal Code incorporates the necessary definitions and specifications of the SB 1383 regulations. Staff has worked with the City's solid waste hauler and the City Attorney to prepare the attached Ordinance.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**CONFLICT OF INTEREST:**

None.

## **ORDINANCE NO. 390**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING CHAPTER 8.21 OF TITLE 8 OF THE ORANGE COVE MUNICIPAL CODE PERTAINING TO THE REGULATION OF STATE MANDATED RECYCLING PROGRAM**

**THE CITY COUNCIL OF THE CITY OF ORANGE COVE HEREBY DOES ORDAIN:**

Chapter 8.21 - RECYCLING/AB 939 COMPLIANCE

Sections:

8.21.010 - Purpose.

The city is required to adhere to state mandated policies and thus is establishing citywide requirements applicable to the 1989 California Integrated Waste Management Act—Assembly Bill 939 (AB 939). This specifically includes amendment provisions for AB 341, signed into law October 2011, Recycling of Commercial Solid Waste, AB 1826, signed into law September 2014, Recycling of Organic Waste, and Senate Bill No 1383, signed into law September 2016, Short-lived climate pollutants and any future bills signed into law under AB 939. AB 341 and AB 1826 impacting commercial businesses and multifamily dwellings with five or more units, whereas SB 1383 impacts commercial businesses, multifamily dwellings, and single family dwellings. These assembly bills are intended to increase the diversion of recyclable material and organic waste from landfill disposal, reduce greenhouse gas emissions, conserve water, energy and other natural resources, and protect the environment. This ordinance is to ensure citywide compliance of state mandated policies and document enforcement penalties to ensure full awareness.

(Ord. No. 386, § 1, 6-24-2019)

8.21.020 - Definitions.

For the purpose of this chapter, certain words and terms are defined as follows:

- A. "AB 939" means the Division 30 Waste Management in the California Public Resource Code.
- B. "AB 341" means Chapter 12.8 Recycling of Commercial Solid Waste in Part 3 of Division 30 in the California Public Resource Code.
- C. "AB 1826" means Chapter 12.9 Recycling of Organic Waste in Part 3 of Division 30 in the California Public Resource Code.
- D. "SB 1383" means Chapter 395 Short-lived climate pollutants: methane emissions: dairy and livestock: organic waste: landfills.
- E. "City" means seated council, as voted on by residents within Orange Cove City Limits, approved regulations and all businesses/residents geographically located within city limits.

- F. "Business" or "businesses" means any commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, corporation, or an association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling.
- G. "Multi-family dwelling(s)" means any residential structure used for housing, with five or more units.
- H. "Residential" or "resident(s)" means any residential structure used for single-family housing or multi-family dwelling with less than five units.
- I. "Owner" means the holder(s) of the legal title to the real property.
- J. "Source separation" means to divide refuse at the place of discard generation, prior to collection, into separate containers that are designated for recyclables, organic, organic/green waste, and solid waste/trash.
- K. "Recycling program" means (1) pick-up by authorized franchise hauler, (2) self-haul directly to landfill or transfer station, (3) resale for profit to a third party, and (4) composting onsite.
- L. "Recycle" or "recycling" means source separation of: (1) recyclables, (2) organic green waste, and (3) organic food waste.
- M. "Recyclable" means any material that can be sorted and reconstituted, for the purpose of using the altered form in the manufacture of a new product, as approved by the city and its authorized franchise hauler.
- N. "Organic Food waste" means solid, semisolid, and liquid food waste, such as fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, coffee grounds and filters, and tea bags, as defined by the authorized franchise hauler.
- O. "Organic Green waste" means biodegradable/compostable, such as branches, grass, floral trimmings, landscape & pruning waste, leaves, non-treated wood waste, shrubs, trees, and weeds, as defined by the authorized franchise hauler.
- P. "Organic waste" means food waste and green waste, as defined by the Franchise Hauler.
- Q. "Solid waste" means all materials of any kind that is *not* organic, organic/green, or recyclable as defined by the authorized franchise hauler.
- R. "Trash" means material that is designated for landfill disposal and does not include either recyclable or compostable materials. The term trash does not include hazardous waste material.
- S. "Franchise hauler" means the hauler that is contracted with the city by a franchise agreement and has an exclusive agreement to collect solid waste, recyclables, organic waste, electronic waste, and construction and demolition materials.
- T. "Bulky items" means discarded waste that is too large to be placed in a closed waste/recycle bin/cart, so items are not protruding out the top including, but not limited to, large appliances, furniture, carpets, mattresses, and similar large items that require special handling due to the size.
- U. "Bin" means a metal or plastic container for the collection of solid waste, organic waste, or recyclable material.

- V. "Cart" means a ninety-six-gallon plastic container used for the collection of solid waste, organic green waste, organic food waste, or recyclable material.
- W. "Contamination" means bin/cart contains material other than what is allowed, as defined by the Franchise Hauler.
- X. "Self-haul" means transport and disposal of solid waste, recyclable materials, organic green waste, or organic food waste at the landfill or transfer station by a member of the household where it was generated. For a business, "self-haul" means transport and disposal by an individual listed on its payroll as an employee, but not as an agent.
- Y. "Special event" means a community, public, commercial, recreational or social event which may serve food or drink, and which may require a permit from the city. Special event may include the temporary or periodic use of a public street, publicly owned site or facility, or public park.
- Z. "Food Recovery" means edible food collected and redistributed to feed people in need rather than going to the landfill for disposal.
- AA. "Tier one (1)" commercial edible food generators mean a Supermarket, Grocery Store with a total size equal or greater than 10,000 square feet, Food service provider, Food distributor, or Wholesale vendor.
- BB. "Tier two (2)" commercial edible food generator means a Restaurant with 250 or more seats or with a total size equal or greater than 5,000 square feet, Hotel with on-site food facility and 200 or more rooms, Health facility with an on-site food facility and 100 or more beds, large venue, large event, a State agency with a cafeteria with 250 or more seats or a cafeteria with a total size equal or greater than 5,000 square feet, and a local education agency with an on-site food facility.

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.030 - General provisions.

- A. Commencing August 1, 2019, all businesses, multi-family dwellings, and residents within city limits shall adhere to state mandated laws and regulations outlined under AB 939 as well as all current and/or future amendments, i.e., AB 341, AB 1826, SB 1383, etc.
- B. Designated recyclable materials shall be source separated prior to collection, removal, transportation or disposal.
- C. Business and multi-family owners must subscribe to city approved recycling programs of (1) pick-up by approved franchise hauler, (2) self-haul, (3) resale for profit, or (4) on-site composting.
  - 1. Should an owner subscribe to self-haul, resale for profit and/or on-site composting, they are required to provide quarterly/annual proof of recycling through scale tickets or arranged site visits with city personnel and/or designated representative for on-site composting.
- D. Businesses, multi-family dwellings, and residents subscribing to approved franchise hauler will be provided bins or carts based on their recycling subscription.

- E. Businesses, multi-family dwellings, and residents will recycle, by source separation, into designated bins or carts.
- F. Businesses that generate solid waste are required to subscribe to both a recyclable and organic waste recycling program.
  - 1. State law determines solid waste generation requirements.
- G. Multi-family dwellings must subscribe to both recyclable and organic waste recycling programs.
- H. Residential customers must subscribe to both recyclable and organic waste recycling programs and be required to source separate materials as defined by the Franchise Hauler.
- I. Food waste bins shall be locked with master key held by franchise hauler and duplicate provided to business.

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.040 - Unlawful acts.

- A. It is unlawful for any business, multifamily dwelling, or resident to fail to comply with any provision or requirement set forth in this chapter/division, which is applicable to such business, multifamily dwelling, or resident.

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.050 - Multi-family recycling.

- A. Owners of multi-family dwellings are responsible for providing tenants with required recycling receptacles and subscribing to mandated/required recycling programs.
- B. Multi-family dwellings recycling programs available are: (1) recyclables and (2) organic waste.
- C. Owners or managers of multi-family dwellings are responsible for ensuring their tenants compliance in all recycling programs.
- D. Owners of multi-family dwellings shall provide a location for placement of communal recycling containers that are convenient for tenants and approved by the director of public works and/or their designated representative.
- E. Owners and/or property managers shall provide tenants documented instructions about their subscribed recycling programs and the requirement to source separate.
- F. All multi-family dwelling properties shall ensure carts are stored at their approved location at all times other than service day (Section 8.20.040).

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.060 - Commercial business recycling.

- A. Commercial businesses are required to subscribe to approved recycling programs.
- B. Commercial recycling programs available are: (1) recyclables, (2) organic food waste and (3) organic green waste.
  - 1. Recycling program subscriptions are based on guidelines set by the State of California. Assessment by the franchise hauler will determine the recycling program a business is required to subscribe to.
- C. Business owners are responsible for ensuring their employees compliance in all recycling programs.
- D. Owners and/or businesses shall provide a location for placement of recycling container(s) approved by the director of public works and/or their designated representative.
- E. Businesses shall provide all employees documented instructions about their subscribed recycling programs and the requirement to source separate.

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.070 - Residential recycling.

- A. Owners of residential dwellings shall subscribe to approved recycling programs.
- B. Residential recycling programs available are: (1) recyclables, (2) organic waste.
- C. Owners and/or property managers of residential dwellings shall provide tenants documented instructions about their subscribed recycling program and the requirement to source separate.
- D. All residential properties that utilize ninety-six-gallon blue recycling and green waste carts for curbside service shall ensure carts are stored at their approved location at all times other than service day (Section 8.20.040).

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.080 - Special event recycling.

- A. Special event recycling will be determined as part of the application approval process by the department of public works.
- B. Coordinators of special events may be required to temporarily subscribe to a recycling program. Subscription should cover: (1) setup, (2) event, and (3) teardown.
- C. Recycling programs available are: (1) recyclables and (2) organic Food waste.
  - 1. The required subscription is based on what is offered at event, i.e., if there is no food being offered, then subscription to the organic Food waste recycling program is not required.
- D. Coordinators of special events must have enough receptacles to cover the venue adequately.

(Ord. No. 386, § 1, 6-24-2019)

8.21.090 - Construction and demolition recycling.

- A. All construction and demolition projects shall adhere to Chapter 15.32, Construction and Demolition Materials Management.

8.21.100 – Self-Haul:

- A. Businesses, Multi-family dwellings, and/or residents that elect to self-haul recyclables and/or organic waste will be required to provide proof, such as scale tickets, on a quarterly/annual basis to prove compliance to Recycling Programs. Scale tickets shall include the material collected and the amount received in cubic yards or tons. Should the material be taken to a location that does not have scales or is incapable of weighing the self-haulers vehicle, then the self-hauler is required to keep a record, with the date, of the entity that received the material.

8.21.110 – Food Recovery:

- A. Commercial edible food generators shall recover the maximum amount of edible food for distribution to food recovery organizations that accept edible food. A large venue or event operator that does not provide food services, but allows food to be provided shall arrange for edible food to be collected and distributed to food recovery organizations that accept edible food.
- B. Any edible food generator that intentionally spoils edible food capable of recovery will be subject to citation and fees.

(Ord. No. 386, § 1, 6-24-2019)

8.21.120 - Contaminated containers.

- A. Blue Recycling containers for recyclable material containing any unrecyclable material, as determined by the Franchise Hauler, may be subject to receiving a citation for contamination and subject to fees.
- B. Green Recycling containers for organic food and organic green waste containing any unrecyclable material, as determined by the Franchise Hauler, may be subject to receiving a citation of contamination and subject fees.
- C. Black/Grey Trash containers for Trash containing recyclables and/or organic waste, as determined by the Franchise Hauler, may be subject to receiving a citation of contamination and subject to fees.
- D. Recycling bins and carts may be subject to contamination citations and fees.
- E. Contamination of Blue or Green recycling and Black/Grey Trash containers will be determined by the franchise hauler at time of service and documented with pictures.
- F. When a Black/Grey Trash, Blue recyclable, and/or Green organic waste container has been deemed contaminated:
  - 1. Franchise hauler will not dump container on first and second consecutive occurrences to allow customer until next service day to correct.

- a. Customer will be issued a citation advising of contamination and fees for additional contaminations.
    - b. Franchise hauler will document, with pictures, contaminated container for all occurrences.
  2. Franchise hauler will dump container on third consecutive occurrence and apply contamination fee.
  3. Occurrence and citation will be retained on customer's account.
- G. When an organic waste container has been deemed contaminated:
1. Franchise hauler will dump contaminated container on the scheduled service day or no later than the next business day, subject to franchise hauler discretion.
  2. For the first occurrence within a ninety-day period, customer will be issued a citation advising of contamination and fees for additional contaminations.
  3. Multiple occurrences within a ninety-day period will be subject to citation and additional fees.

(Ord. No. 386, § 1, 6-24-2019)

#### 8.21.130 - Violations—Misdemeanor.

Any person, firm or corporation violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished accordingly, as set forth in Section 1.24.010 of this code.

(Ord. No. 386, § 1, 6-24-2019)



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer  
**Subject:** Update to City Council on Water Allocation for the 2022-23 Water Year  
**Attachments:** None

### **RECOMMENDATION:**

This item is to update City Council of the City's current year water allocation from the Bureau of Reclamation. This item is for informational purposes only and no action is recommended for the Council.

### **BACKGROUND:**

On February 28, 2022, Bureau of Reclamation (Reclamation) has notified the City that the initial water that will be available for the 2022-23 water year would be approximately 15 percent of the City's allocation of 1,400 ac-ft, which would be only 210 ac-ft. The Lower Tule Irrigation District then confirmed on March 4, 2022, that the City will not be able to purchase any additional water unless their water allocation is increased to 20 to 25 percent.

On March 10, 2022, Staff submitted a letter to the Reclamation's Area Manager Michael Jackson requesting an additional water allocation to meet basic health and safety needs of the City. Due to recent rain events, Staff has been notified by the Reclamation that they will be evaluating a potential increase in water allocations; however, at this time, it is unknown how much the Reclamation will be increasing allocations. If the Reclamation increases allocations to 20 to 25 percent, the Lower Tule Irrigation District has indicated that they will have water for the City to purchase. If the Reclamation does not grant the City an additional water allocation and allocations are not increased to 20 to 25 percent, the City will need to enter the open market to purchase

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: \_\_\_\_\_

water. Currently, the cost for water in the open market is approximately \$1,000 per acre-foot. Staff will then look into emergency funding offered by the USDA to purchase this water.

In response to Governor Newsom's declaration of drought conditions in Fresno County last summer, the City declared a "Level 1 Water Supply Shortage" and implemented mandatory water conservation measures to protect the integrity of the City's water supply. This Level 1 Water Supply Shortage is still in effect, and the City is actively enforcing water conservation measures. Staff will also be sending out a notice to residents to remind them of the water conservation measures that are still in place. If necessary, Staff will evaluate if additional conservations are needed to reduce water demands.

**FISCAL IMPACT:**

There is no fiscal impact associated with item as it is intended for informational purposes only.

**CONFLICT OF INTEREST:**

None.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer  
**Subject:** Update to City Council on the Preparation of the City's Stormwater Master Plan  
**Attachments:** None

### **RECOMMENDATION:**

This item is to update City Council of the preparation of the City's Stormwater Master Plan. This item is for informational purposes only and no action is recommended for the Council.

### **BACKGROUND:**

In February 2020, the City received \$160,000 in SB2 Grant Funds, of which, \$75,000 was designated for the preparation of a Stormwater Master Plan (Plan). The purpose of the Plan is to perform a hydraulic and hydrologic analysis on the Sumner drainage tributary area to evaluate the capacity adequacy of the existing Sumner storage basin and to recommend and size capacity improvements to accommodate the planned growth within the study area. In the Plan, the study area boundary consists of the area bounded to the north by Wooten Creek, to the east by Anchor Avenue, to the south by Martinez Street, and to the west by Monson Avenue.

The Plan recommends expanding the capacity of the existing Sumner basin from 3.94 acre-feet (AF) to 81.8 AF, to accommodate the drainage of the Sumner tributary area and to meet the runoff requirements from the 100-year 3-day design storm. The Plan also recommends conveying the stormwater from the Sumner basin to Wooten Creek, which will require the construction of a pump station and force main.

Currently, the City owns 13.83 acres of APN 375-040-36T, which is located northwest of Anchor

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  
X Info Item  
\_\_\_\_ Action Item  
\_\_\_\_ Department Report  
\_\_\_\_ Redevelopment Agency

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

Avenue and Sumner Avenue. The existing top area of the Sumner basin consists of approximately 0.8 acres of the property, and the City has dedicated approximately 3.71 acres for the construction of the new Sequoia View Community Park (Proposition 68 Grant). If the City expands the Sumner basin to the recommended capacity of 81.8 AF, the remaining property area available for new development would be approximately 5.2 acres.

At this time, Staff is reevaluating the recommended capacity of the Sumner basin to accommodate the proposed Sequoia View Community Park and additional acreage that can be used for future development. Staff is evaluating options such as reducing the 100-year storm period from 3 to 2 days, which would decrease the recommended capacity of the Sumner basin and give the City up to 8 acres that can be used for new development. Staff is also evaluating the feasibility of construction a storm drain pipeline to the existing Monson Stormwater basin. Once this reevaluation is complete, Staff will present the Stormwater Master Plan and recommend capacity of the Sumner Basin for City Councils approval.

**FISCAL IMPACT:**

There is no fiscal impact associated with item as it is intended for informational purposes only.

**CONFLICT OF INTEREST:**

None.



## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Alfonso Manrique, City Engineer  
**Subject:** Update to City Council on the Affordable Housing Sustainable Communities (AHSC) Grant Improvement Project

**Attachments:** None

### **RECOMMENDATION:**

This item is to update City Council of the progress of the Affordable Housing Sustainable Communities (AHSC) Grant Improvement Project. This item is for informational purposes only and no action is recommended for the Council.

### **BACKGROUND:**

The City has received \$3,045,000 in grant funding through the Affordable Housing Sustainable Communities (AHSC) Program for the construction of bike trails, pedestrian sidewalk, and various pedestrian and cycling amenities throughout the City. The following provides the breakdown of grant funds and the improvements and amenities that will be construction or implemented:

- \$1,350,000 to construct of approximately 20,800 linear feet (LF) of new Class II bike trails along the north and south side of Park Boulevard, the east and west side of South Anchor Avenue, the north and south side of South Avenue, and the east and west side of Center Street, and approximately 5,400 LF along the north and south side of Park Boulevard, the west side of South Anchor Avenue, and the west and east side of D Street. The new bikeways connect key destinations such as schools, parks, and the existing Class I bikeway (to be completed by City).
- \$870,000 to procure 30 Calvans vanpool vans to take residents of Amaya Village and residents from anywhere in Orange Cove to their agriculture or industrial jobs across the

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: \_\_\_\_\_

San Joaquin Valley (to be completed by Developer).

- \$740,000 to install pedestrian and cycling amenities, including street trees, drought tolerant landscape, street lighting, and intersection striping (to be completed by City).
- \$85,000 to provide residents of Amaya Village with a free transit pass on Fresno Rural Transit for three years. This funding also pays for additional marketing to residents and neighbors to spread awareness of the new Calvans vanpools (to be completed by Developer).

Staff is currently design the proposed project improvements and estimates that the all improvements will be implemented by the end of 2023.

**FISCAL IMPACT:**

There is no fiscal impact associated with item as it is intended for informational purposes only.

**CONFLICT OF INTEREST:**

None.



**Marty Rivera**  
Chief of Police

## ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

**MONTH: April**

**OFFICER: R. DIAZ**

<b>BITE REPORTS</b>	2 Dog V. Pedestrian
<b>PRIOR MONTH STRAYS</b>	8 from March
<b>STRAY DOGS</b>	14 Picked up in March
<b>EUTHANIZED DOGS</b>	8 in March
<b>ADOPTED DOGS</b>	0
<b>RESCUED DOGS</b>	8 in March
<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>	1 In Home Quarantine
<b>OTHER ANIMAL</b>	
<b>MISC</b>	Vaccination Clinic held on April 2, 2022 had a turnout of 100 Dogs Vaccinated.
<b>DOGS IN SHELTER</b>	2 in shelter

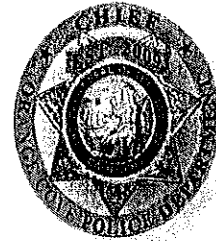
<b>NOTES</b>	
--------------	--



# ORANGE COVE POLICE DEPARTMENT

## MARCH 2022 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



PART 1 CRIMES					
	FEB	MARCH	%	YTD	YTD
	2022	2022	Change	2021	2022
Homicide	0	0	0%	0	1
Rape	0	0	0%	0	0
Attempted Murder	0	0	0%	1	1
Robbery	0	1	100%	0	1
Assault	1	2	100%	3	4
Burglary	2	2	0%	6	6
Grand Theft Auto	3	2	-33%	3	10
<b>Total Part 1 Crimes</b>	<b>5</b>	<b>7</b>	<b>40%</b>	<b>13</b>	<b>23</b>
PART 2 CRIMES					
	FEB	MARCH	%	YTD	YTD
	2022	2022	Change	2021	2022
Sex Crimes	3	3	0%	3	6
Narcotics	3	6	100%	9	11
Child Abuse	1	0	-100%	1	1
<b>Total Part 2 Crimes</b>	<b>7</b>	<b>9</b>	<b>29%</b>	<b>13</b>	<b>18</b>
TRAFFIC COLLISIONS					
	FEB	MARCH	%	YTD	YTD
	2022	2022	Change	2021	2022
Total Traffic Collisions	3	5	67%	12	13
Fatalities	0	0	0%	0	0
Injury	1	1	0%	0	3
Non Injury	1	4	300%	7	6
Hit & Run	1	0	-100%	5	4
ENFORCEMENT STATISTICS					
	FEB	MARCH	%	YTD	YTD
	2022	2022	Change	2021	2022
Total Traffic Citations	13	15	15%	61	40
Total Vehicle Stops	88	112	27%	245	225
Seatbelt Violations	0	1	100%	1	1
Unsafe Speed Violations	1	0	-100%	4	2
Fail To Obey Stop Sign/Light	3	0	-100%	13	5
Driving Under the Influence	1	2	100%	5	4
Gang Arrests - Felony	0	0	0%	0	0
Gang Arrests - Misdemeanor	0	0	0%	0	0
Gang Field Interview Cards	2	4	100%	11	7
Juvenile Detentions/Arrests	1	1	0%	1	3
Adult Arrests	8	12	50%	25	40

	FEB	MARCH	%	YTD	YTD
	2022	2022	Change	2021	2022
5150	7	11	57%	12	20
Agency Assist	4	9	125%	18	23
Battery	1	3	200%	4	4
Evading/Obstructing Officer	0	1	100%	3	2
Fraud	0	0	0%	1	0
Identity Theft	0	0	0%	1	0
Spousal Abuse	2	6	200%	7	15
Graffiti/Vandalism	7	1	-86%	7	11
Veh. Burglaries	0	1	100%	1	2
General Incidents	4	25	525%	38	44
Weapons Confiscated	1	3	200%	1	6
Petty Theft	4	3	-25%	7	9
Public Intoxication	2	1	-50%	1	4
Suspended License	0	3	300%	4	3
Unlicensed Drivers	5	9	80%	18	20
Vehicles Towed	1	11	1000%	28	27
Vehicles Released	0	6	600%	15	12
Case Number Drawn	115	137	19%	305	381

## **POLICE DEPARTMENT MONTHLY REPORT**

**April 13, 2022**

**Staff levels.....** Department is at full staff. Officer Martinez hired in November is progressing well. Officer Knoy has finished training now working solo.

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

**Events:** Lucky Run was completed on March 19<sup>th</sup>. No issues..

Dog vaccination clinic was held on April 2<sup>nd</sup>. Approximately 100 dogs were vaccinated.

**Tobacco Grant .** The quarterly report due April 15<sup>th</sup>.

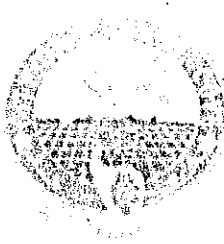
**Vehicles ..**We have started getting quotes for the animal control vehicle. The box will cost approximately \$30,000 plus the cost of the vehicle and emergency equipment. No vehicles are available now. It will take approximately 9 months before we can get one and have it outfitted. Total estimated cost for the vehicle and box will be approximately \$80,000.

**SRO Contract with KCUSD .** I met with Sergio Rodriguez in regards to the contract. ( He replaced MaryAnn Carrouso who retired) We have not increased the amount since 2016. We requested \$75,000 per SRO up from \$ 50,000 we currently receive.

We received a response from KCUSD with a counter proposal, but they want to eliminate one SRO from the contract. We have requested a meeting with Mr. Campbell.

**Body Cams/Tasers** Officers have been trained and issued new body cams. Officer Montemayor will attend a Train the Trainor course next week on use of the New Tasers. He will then provide training to our officers and they will be issued the new Tasers.

**Crime Report** Crime in the city is up substantially. We have had numerous shooting incidents and are lucky that no one has been hit other than the shooting in January. We have served several search warrants and have collected evidence in regards to the shootings. We arrested one of the shooters and recovered the gun.



For the Meeting of: April 27, 2020

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**Date:** April 27, 2022  
**To:** Orange Cove City Council  
**From:** Shun Patlan, Director of Planning & Building  
**Subject:** City Council consider Approving Resolution 2022-19, Approving Agreement(s) Between the City of Orange and Raul Santellan for Purchase of 2.5 acres Of City Owned Property And Authorized City Manager To Execute The Agreement(s) and Related Documents  
**Attachments:** Resolution No. 2022-19  
Real Property Purchase And Sale Agreement and Escrow Instructions  
Deed of Trust

### RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution No. 2022-19 approving the purchase and sales agreement(s) with Mr. Raul Santellan and authorize city manager to execute the agreement(s).

### EXECUTIVE SUMMARY:

The city owned property is 2.5 acres and is located at the northeast corner of Railroad Street and Park Boulevard and is currently zoned M-1, Light Industrial. Mr. Santellan's "Offer of Purchase was approved by the City Council December 14 2021.

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: \_\_\_\_\_

---

### **BACKGROUND:**

Mr. Raul Santellan has submitted an "Offer to Purchase" 2.5 acres of vacant city owned land for the amount of \$185,000.00. The property is 2.50-acre portion of block 40 in the City of Orange Cove Blocks in Plat Book 7, Page 936 and 94, Orange Cove, Fresno County records.

Mr. Santellan is proposing to develop a business park which would include one commercial building facing Park Boulevard for office use and (5) 4900 square feet metal buildings that can be used for multiple commercial uses. Each building will be able to be modified for the size the proposed tenant needs.

Mr. Santellan has agreed to the terms and conditions as follows:

\*Total Sales Price \$185,000.00

\*Deposit of \$5,000.00

\*Final Payment Of \$180,000.00 by wire transfer to escrow holder at least (3) business days before closing date.

\*The Deed of Trust will secure the promise to pay and the development

### **FISCAL IMPACT:**

The sale of the land will increase the city's general fund in the amount of \$185,000.00. In addition, there will also be planning application fees, building permit fees and development impact fees which will also go into the city's general fund.

### **ACTIONS FOLLOWING APPROVAL:**

The City Manager is authorized to sign the sale and purchase agreements and open escrow

**RESOLUTION NO. 2022-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING  
THE REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESROW  
INSTUCTIONS, AND A DEED OF TRUST AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE AGREEMENT(S) AND RELATED DOCUMENTS**

**WHEREAS**, the city is the owner of a 2.50 acre parcel within the City of Orange Cove,  
and,

**WHEREAS**, the City of Orange Cove and the City Council's goal is to encourage  
commercial development for shopping opportunities for the residents of Orange Cove, and,

**WHEREAS**, the City Council of the City of Orange Cove has found that the proposed  
purchaser of the 2.50 parcel Mr. Raul Santellan to be a local businessman with the interest in  
developing commercial businesses which will provide the city with sales tax and job  
opportunities, and,

**WHEREAS**, the City Council has determined that the sale to the proposed purchaser  
will result in the development of commercial developments; and,

**WHEREAS**, the City and Mr. Raul Santellan have set forth the terms and conditions of  
the agreement(s) which are incorporated herein by his reference; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Orange Cove City Council hereby  
finds:

1. That foregoing recitals and each of them are true and correct and they are each  
hereby adopted as findings of the City.
2. That the Agreement(s) as shown as attached herein as proposed between the  
City of Orange cove and Mr. Raul Santellan for the purchase, construction, development of  
commercial development.
3. That the Mayor and City Manager of the City are hereby authorized to execute  
the attached agreement(s) on behalf of the City Council of the City of Orange Cove.

**BE IT FURTHER RESOLVED** that the Orange Cove City Council approves the attached  
sales and purchase agreement(s),

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and  
regularly adopted by the City Council of the City of Orange Cove at a meeting held on the 27th  
day of April 2022 by the following vote:

The foregoing Resolution was duly approved this day April 27, 2022 by the flowing vote,  
to wit:

AYES:

NOES:

ABSTAIN:

ABSENCE:

---

Mayor, Victor P. Lopez

---

June Bracamontes, City Clerk

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

**(City of Orange Cove/Raul Santellan)**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into this 6<sup>th</sup> day of April, 2022 (the "Effective Date"), by and between (i) the CITY OF ORANGE COVE, a California general law city (collectively referred to herein as "Seller"), and (ii) RAUL SANTELLAN, an individual, ("Buyer"). Seller and Buyer are sometimes collectively referred to in this Agreement as the "Parties" and individually by their individual names or, without specific reference, as a "Party".

**RECITALS:**

A. WHEREAS, Seller is the owner of that certain real property in Orange Cove approximately 2.5 acres, a portion of APN 375-173-04T, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and,

B. WHEREAS, Buyer intends to improve and develop the Property for commercial uses compatible with the existing zoning ordinance, and is agreeable to develop the Property in a manner consistent with this Agreement; and,

C. WHEREAS, Seller has determined that the sale and development of the Property as proposed is in the best interests of the residents of Orange Cove and that the development of the property is a material condition of the Agreement; and

D. WHEREAS, Buyer now desires to purchase the Property from Seller, and Seller now desires to sell the Property to Buyer for the express purpose of developing the property to be compatible for commercial uses compatible with the existing zoning ordinance and pursuant to the terms and subject to the conditions set forth in this Agreement.

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

**ARTICLE I**

**AGREEMENT TO PURCHASE THE PROPERTY**

1.01 **Purchase of the Property**. Pursuant to the terms and subject to the conditions set forth in this Agreement, and for the consideration set forth in Section 1.02 of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the

Property from Seller, at the Closing (as defined in Section 6.06 of this Agreement). The Property shall include, without exception:

- (a) All improvements located on or under the Property;
- (b) All of Seller's right, title, and interest in and to any easements and rights of way relating to, used in connection with, or appurtenant to the Property, whether or not of record;
- (c) All fixtures or items of personal property that Seller may have an interest in as may be appurtenant or affixed to the Property;
- (d) All of Seller's right, title and interest in any and all minerals, oil, gas and other hydrocarbons located on or under the Property; and
- (e) All of Seller's other rights, title and interests in any and all tangible and intangible property related to the Property.

1.02 **Purchase Price.** Subject to the provisions of Section 1.03(c) below, the purchase price for the Property shall be One Hundred Eighty-five Thousand Dollars and no cents (\$ 185,000.00) (the "Purchase Price").

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

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

(b) **Final Payment.** Buyer shall make an additional cash payment of One Hundred Eighty Thousand Dollars and no cents (\$ 180,000.00 (the "Final Payment") plus prorated Closing Costs, by cashier's or certified check, by wire transfer or by other cash substitute of immediately available funds acceptable to Escrow Holder, with Escrow Holder at least three (3) business days before the Closing Date (as defined in Section 6.06 of this Agreement).

1.04 **Conditions Precedent.** As further conditions to the close of escrow:

(a) Seller shall, upon the close of escrow or within ninety (90) days of the close of escrow apply for a parcel split to create the Property which will conform to redevelop the parcels into commercial uses.

(b) **Development Agreement and Deed of Trust.** Buyer shall entered into a Development Agreement ("Development Agreement") with Seller regarding the development of the Property in the form of the attached Exhibit "B", incorporated herein as if set in full. Buyer shall signed a Deed of Trust in the form of the attached Exhibit "C". The parties shall cause an executed, notarized copy of the Deed of Trust to be recorded as a covenant running with the land until released by the Seller. Seller shall release its' interest in the Property upon the Buyer obtaining a Certificate of Occupancy for the Property and the proposed uses of the Property, as set forth in Exhibit B.

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

Buyer shall inspect the Property and complete all Due Diligence, and obtain the entitlements outlined below within 10 days after City has made available for inspection the Due Diligence Package, (Contingency Period). Within this Contingency Period, at Buyer's sole discretion, Buyer shall have the right to cancel said escrow with no further obligation or offset, and all deposit money shall be refunded to the Buyer. Buyer and Seller may agree to extend the Contingency Period to allow for time for the entitlements to be obtained, If Buyer has not cancelled said escrow prior to the expiration of the Contingency Period, the \$5,000 deposit shall become non-refundable and shall be immediately released to the Seller.

(c) **Entitlements.** Buyer to apply for the entitlements and Conditional Use Permit (if required) to allow for any intended use that would require such entitlements or a conditional use permit. "Buyer to obtain site plan review approval generally consistent with the City's municipal code.

Buyer shall submit plans for the proposed commercial development within six (6) months following entitlements approval by the City, and, developed the Property as set forth in the Deed of Trust.

(d) **Offsite Improvements.** Buyer shall be responsible at Buyer's expense for the cost of any "Offsite Improvements" including street

improvements, public sidewalks, alley improvements, or undergrounding of existing utilities, occupancy will not be approved until the Offsite Improvements are completed for use.

1.05 **Handling of Deposits.** If the Escrow fails to close by the Closing Date described in Section 6.06 due to Buyer's default, the Initial Deposit shall be disbursed by the Escrow Holder to Seller as provided in Section 1.05. If Escrow closes, then Escrow Holder shall apply the Initial Deposit against the Purchase Price.

1.6 **Liquidated Damages.** . If the escrow shall fail to close by the closing date or any extension thereof for any reason other than: (a) the failure of any of the conditions precedent set forth hereof; (b) Seller's breach of any of its other obligations hereunder; or (c) acts of god, war, or events totally beyond the control of buyer; the deposit shall act as liquidated damages and shall be immediately disbursed to seller. Disbursement of such funds by escrow holder to seller as liquidated damages is not intended as a forfeiture or penalty; but instead, is intended to constitute liquidated damages to seller. The parties acknowledge that the actual damage which would result to seller as a result of such failure would be extremely difficult to ascertain. In addition, Buyer desires to limit its potential liability to Seller in the event that this transaction shall fail to close. Therefore, in order to induce seller to accept Buyer's offer, and in order to induce Seller to waive all of its remedies it may have in the event of a breach by buyer, the parties accept the concept of liquidated damages as set forth herein. By separately initialing below, the parties hereby acknowledge their agreement concerning liquidated damages.

Buyer: *Paul Anderson*

Seller: \_\_\_\_\_

## **ARTICLE II**

### **POSSESSION, PHYSICAL INSPECTION, AND**

### **CONDITION OF UNDIVIDED INTEREST IN THE PROPERTY**

2.01 **Possession.** Buyer shall have the right to possess the Property on and after the Close of Escrow (as defined in Section 6.06 of this Agreement).

2.02 **Inspection of the Property.** Commencing with the Effective Date and continuing for a period of one hundred twenty (120) days thereafter (the "Contingency Period"), Buyer and Buyer's agents, employees, contractors and representatives (collectively, "Buyer's Agents") may investigate, inspect, and conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Inspections").

2.03 **Approval of the Physical Condition of the Property.** Buyer shall have until the expiration of the Contingency Period, to approve or disapprove of Buyer's Inspections and all other matters relating to the physical condition of the Property. Buyer shall deliver the Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property

to Seller and the Escrow Holder on or before the expiration of the Contingency Period. If Buyer fails to deliver Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the Contingency Period, then Buyer shall be deemed to have approved Buyer's Inspections and the physical condition of the Property. In the event Buyer objects in writing to the condition of the Property before the expiration of the Contingency Period, Buyer shall be entitled to a full refund of the Initial Deposit.

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

### **ARTICLE III**

#### **CONDITION OF TITLE TO THE PROPERTY**

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

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

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

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

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

#### **3.02 Preliminary Report.**

(a) **Title Review.** Seller shall obtain and deliver to Buyer the Preliminary Report to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), provided such objections are made to

Seller in writing within twenty (20) days of Buyer's receipt of the Preliminary Report. If Buyer fails to notify Seller, in writing, of any objections to title by such date, then Buyer shall be deemed to have accepted title to the Property subject to all of the exceptions to title reflected in the Preliminary Report.

(b) **Removal of Exceptions.** If Buyer timely objects to any exception to title set forth in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), Seller may (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer insuring against the exception; or (iii) terminate the sale of the Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Property subject to such exception. If necessary to insure around the exception, Seller may choose a new title company reasonably satisfactory to Buyer.

3.03 **Title Insurance.** At the Close of Escrow and as a condition to Buyer's obligation to purchase the Property, the Escrow Holder shall commit to issue, and to deliver to Buyer, its standard coverage Owner's Policy of Title Insurance insuring title to the Property in Buyer in the condition set forth in Section 3.01 of this Agreement and with liability in the amount of the Purchase Price (the "Title Policy").

#### **ARTICLE IV**

##### **COVENANTS, REPRESENTATIONS, AND WARRANTIES**

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

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

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

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

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

(e) **Environmental.**

(i) **Environmental Representations and Warranties.**

Seller represents and warrants that any and all handling, transportation, storage, treatment or usage of Hazardous Substances (as defined in Section 4.01(f)(iii) of this Agreement) that has occurred on the Property, or any portion thereof, during the period of Seller's ownership has been in compliance with all Environmental Requirements (as defined in Section 4.01(f)(ii) of this Agreement) and has not resulted in a release of any Hazardous Substances above, on, or beneath the Property, or any portion thereof, or any adjoining or other property. Seller further represents and warrants that, except as otherwise disclosed to Buyer in writing, any currently known Hazardous Substances that might be present above, on, or beneath the Property, or any portion thereof, do not exceed those concentrations that would violate current applicable laws and regulations and there are no underground storage tanks at the Property. Seller shall indemnify, defend, and hold harmless Buyer and Buyer's Agents, employees, contractors, successors, and assigns, and each of them, and the Property from and against any and all claims, demands, suits, actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', consultants', experts', and other professionals' fees and costs) arising out of or relating to a breach of Seller's representations and warranties set forth above. This indemnity shall survive the Close of Escrow.

(ii) **"Environmental Requirements" Defined.** "Environmental Requirements" means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states or political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous

Substances", chemical substances, pollutants, contaminants or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, materials, or wastes, whether solid, liquid, or gaseous in nature.

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

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

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

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

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

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

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

## **ARTICLE V**

### **CONDITIONS PRECEDENT**

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

(a) **Performance by Buyer.** Buyer shall have performed each of the acts to be performed by it under this Agreement, including, without limitation, executing the Development Agreement and depositing the Down Payment and Buyer's share of the Closing Costs (as defined in Section 6.05 of this Agreement) into the Escrow (as defined in Section 6.01 of this Agreement) by the Closing Date.

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

(c) **Development Agreement.** Seller and Buyer shall have signed a Development Agreement mutually prepared by the parties setting forth Seller's and Buyer's obligations pursuant to paragraph 1.05 above. The parties to cause said Development Agreement to be recorded against all the Property to guarantee performance of Seller and Buyers' obligations and it is the parties' intent that the Development Agreement will run with the land and bind the Parties' heirs, assigns and successors-in-interest.

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

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

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

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

(c) **Development Agreement.** Seller and Buyer shall have signed a Development Agreement mutually prepared by the parties setting forth Seller's and Buyer's obligations pursuant to paragraph 1.05 above. The parties to cause said Development Agreement to be recorded against all the Property to guarantee performance of Seller and Buyers' obligations and it is the parties' intent that the Development Agreement will run with the land and bind the Parties' heirs, assigns and successors-in-interest.

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

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

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

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

5.03 **Failure or Waiver of Conditions Precedent.** In the event any of the conditions set forth in Sections 5.01 and 5.02 of this Agreement are not fulfilled or waived on or before the Closing Date, this Agreement shall terminate and all rights and obligations under this Agreement of each Party shall be at an end, unless otherwise agreed in writing by Seller and

Buyer. Seller or Buyer may elect, at any time prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02 of this Agreement, as applicable. In any event, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions (but such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement).

## **ARTICLE VI**

### **ESCROW**

6.01 **Establishment of Escrow.** Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Placer Title Company, 7700 N. Palm Ave, Fresno, California 93711 Attention: Alisa Scott (the "Escrow Holder") to provide for the conveyance of the Property by Seller to Buyer pursuant to this Agreement. Within five (5) business days after the execution of this Agreement, a duplicate of this Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to the Escrow Holder concerning this transaction.

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

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

- (i) An executed and acknowledged original Grant Deed;
- (ii) An executed, notarized copy of the Development Agreement; and
- (iii) An executed, notarized copy of the Deed of Trust.

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

- (i) The approval or disapproval of Buyer's Inspections and the physical condition of the Property described in Section 2.03 of this Agreement;
- (ii) The Final Payment;
- (iii) A Preliminary Change in Ownership Report;
- (iv) Buyer's Share of the Closing Costs;

(v) An executed, notarized copy of the Development Agreement; and

(vi) An executed, notarized copy of the Deed of Trust.

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

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

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

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

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

(c) Escrow fees and other Closing Costs shall be shared equally between Buyer and Seller; and

(d) Any other closing costs shall be borne by Seller and Buyer in the manner as is customary in the County of Fresno, State of California.

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

6.06 **Closing Date**. Unless otherwise extended by the Parties in writing, the Close of Escrow shall be no later than twenty (20) days from the close of the Contingency Period. As used herein, the terms "Close", "Closing", and "Closing Date" shall be synonymous with the term Close of Escrow.

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

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

- (a) Pay from funds deposited by Seller or otherwise distributable to Seller, all claims, demands, and liens necessary to place title to the Property in the condition set forth in Section 3.01 of this Agreement;
- (b) In accordance with Section 6.05 of this Agreement pay Seller's share of the Closing Costs from funds deposited by Seller or otherwise distributable to Seller;
- (c) Pay from funds deposited by Buyer, Buyer's share of the Closing Costs;
- (d) Prorate real and personal property taxes, assessments, and charges as set forth in Section 6.03 of this Agreement;
- (e) Date the Grant Deed as of the Close of Escrow;
- (f) Record the Grant Deed in the Official Records of the County of Fresno, State of California, and direct the County Recorder to affix the transfer tax after recording, and return the recorded Grant Deed to Buyer with a conformed copy to Seller;
- (g) Record the Deed of Trust and the Development Agreement in the Official Records of the County of Fresno, State of California;
- (h) Deliver a copy of Buyer's and Seller's closing statements for this Escrow to the respective Parties;
- (i) Unless otherwise instructed by Seller unilaterally, deliver the Deposit and the Down Payment, less payments, and other charges that are chargeable to Seller as authorized hereunder, to Seller;
- (j) Deliver any remaining funds held in Escrow to Buyer; and
- (k) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 3.03 of this Agreement no later than thirty (30) days after the Closing Date.

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

## **ARTICLE VII**

### **MISCELLANEOUS**

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

7.02 **No Broker.** Each of the Parties represents and warrants to and for the benefit of the other that it has not caused liability for payment of a broker's commission or finder's fee to be incurred with respect to any of the transactions which are the subject of this Agreement, and both Buyer and Seller agree to indemnify and hold harmless the other from and against any liability for such commission or fee.

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

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

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

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

7.07 **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all

of which together shall constitute one and the same instrument. Each Party agrees to accept facsimile signatures as original signatures.

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

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

7.10. **Survival of Agreement.** The provisions of this Agreement, and the covenants and conditions contained in this Agreement, shall be continuous and shall survive the execution of this Agreement, the Close of Escrow, and the death or disability of any Party.

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

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

To Seller: City of Orange Cove  
633 Sixth Street  
Orange Cove, California 93646  
Attn: City Manager  
Phone: (559) 636-4488

With a Copy to: Daniel T. McCloskey, Esq.  
Tuttle & McCloskey  
750 E. Bullard Avenue, Suite 101  
Fresno, California 93710

Phone: (559) 437-1770  
Email: danm@t-m-law.com

To Buyer:

Raul Santellan  
Raul Santellan  
1025 W. Railroad Avenue  
Orange Cove, Ca. 93646

Attn: Raul Santellan  
Phone: 559-326-8127

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

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

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

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

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

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

"Seller"

CITY OF ORANGE COVE

By \_\_\_\_\_

City Manager

**"Buyer"**

By RAUL SANTELLAN

Raul Santellan  
RAUL SANTELLAN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF Fresno

*Esperanza C. Vasquez*

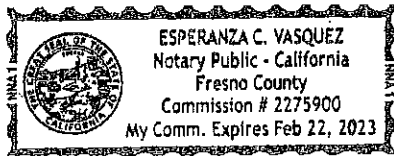
On 4th, 2022, before me, April 2022 a Notary Public, personally appeared Raul Santellan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Esperanza C. Vasquez*



**EXHIBIT "A"**

A 2.50 acre portion of Block 40 in the Orange Cove City Blocks in Plat book 7,  
Page 936 and 94, Orange Cove, Fresno County Records.

a portion of APN 375-173-04T

EXHIBIT "C"

DEED OF TRUST

Recording Requested by:

City of Orange Cove

When recorded please mail to:

City of Orange Cove  
636 Sixth Street  
Orange Cove , California 93646

---

DEED OF TRUST

---

THIS DEED OF TRUST is made this 6<sup>th</sup> day of April 2022, among Raul Santellan, an individual (hereinafter referred to as "Trustor"), whose principal place of business is 1025 West Railroad Ave, Orange Cove, 93646 , and the City of Orange Cove (the "Beneficiary"), and Chicago Title Company, (the "Trustee").

WITNESSETH: that Trustor hereby grants, transfers and assigns to Trustee, its successors and assigns, in trust, with power of sale, that property in the City of Orange Cove , County of Fresno, State of California, described as:

A 2.50 acre portion of Block 40 in the Orange Cove City Blocks in Plat book 7, Page 936 and 94, Orange Cove, Fresno County Records, a portion of APN 375-173-04T and referred to herein as the "Premises"

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges and appurtenances thereunto belonging, or in anyway appertaining (all as part of the Premises hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, royalties and revenue therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements and fixtures (whether or not annexed thereto) now or hereafter used in connection therewith.

FOR THE PURPOSE OF SECURING:

ONE: Faithful performance by Trustor of the conditions and obligations set forth in that certain Development Agreement between Trustor and Beneficiary of even date and recorded concurrently with this Deed of Trust affecting the Premises.

TRUSTOR AGREES:

(1) To keep the Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement. The policy or policies of such insurance shall be in the form in general use from time to time in the State of California, shall be in an amount not less than the indebtedness from time to time secured hereby and by any senior encumbrances,

shall be issued by a company or companies rated A XII or better in Best's Insurance Guide, and shall contain the Standard Mortgagee Clause with loss payable to Beneficiary. Trustor shall provide Beneficiary with a certificate evidencing such insurance from the issuing company. Such policy or policies shall provide that they will not be canceled without thirty (30) days prior written notice to Beneficiary. Whenever required by Beneficiary in writing mailed to Trustor at Trustor's last address known to Beneficiary, copies of such policies shall be delivered immediately to Beneficiary. Any and all amounts received by Beneficiary under any of such policies shall be applied in accordance with the provisions of this Deed of Trust. The parties acknowledge that the Trustor is currently self-insured through a Risk Management Authority composed of over fifty other cities. As an alternative to providing the insurance required by this Agreement, the Trustor may provide a self-insurance method or plan of protection. Amounts available for payment from any such self-insurance method or plan shall be deemed insurance proceeds for purposes of this Deed of Trust. The term "insurance" as used in this Deed of Trust may be interpreted so as to include such a plan of self-insurance.

(2) To keep the Premises in good condition and repair, and not to commit or permit waste thereof; not to remove or demolish, nor impair the structural character or integrity of any building, fixture, equipment, fence, canal, well or other improvement now or hereafter situated upon said Premises, without the prior written consent of Beneficiary (which shall not be unreasonably withheld or delayed); to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon and to pay when due all claims for work, labor or services performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon.

(3) Not to discriminate upon the basis of sex, marital status, race, color, creed, religion, national origin, or ancestry in the sale, lease, sublease, transfer or rental, or in the use, occupancy, tenure or enjoyment of the Property or any improvements thereon, or of any part thereof. Nor shall the Trustor or anyone claiming under or through the Trustor, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenancy, lessees, subtenants, sublessees, or vendees in the Premises. Each and every deed, lease, and contract entered into with respect to the property shall or be subject to nondiscrimination or non-segregation clauses identical to those set forth in Section 33436 of the California Health and Safety Code.

(4) That if, during the existence of this trust, there be commenced or pending any action or proceeding affecting said Premises, or the title thereto, or if any adverse claim for or against the said Premises be made, and if Trustor fails to do so or is otherwise in default hereunder, Trustee or Beneficiary, or both, may appear in said action or proceeding and retain counsel therein and defend the same, or otherwise take such action therein as they or either of them may deem advisable, and may settle or compromise the same or the said adverse claim; and in that behalf, and for any of the said purposes, may pay and expend such sums of money as they, or either of them may deem to be reasonable and necessary.

(5) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said Premises, and not to suffer or permit any act to be done in or upon said Premises in violation thereof.

(6) That, if Trustor fails to do so, Beneficiary, without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the

provisions herein contained and incur and pay all reasonable and necessary expenses in connection therewith.

(7) To pay to Trustee and Beneficiary, respectively, promptly and within thirty (30) days of receipt of written demand, the amounts of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, including but not limited to reasonable attorney fees and the cost of evidence of title or any guaranty thereof, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate of seven percent (7 %) per annum.

(8) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any material agreement hereunder, Beneficiary may deliver a written Notice of Default (as set forth in the Agreement) and of election to cause said property to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven percent (7 %) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(9) Notwithstanding paragraph (8) herein, that upon default by Trustor of the Note secured by this Deed of Trust after the date of this Deed of Trust or any extension secured for said performance, Beneficiary may deliver a written Notice of Default and of election to cause that portion of the premises to be sold as set forth in paragraph (8) herein.

(10) That all of the rents, issues and profits of said Premises are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. Provided, and only for so long as, Trustor is not in default hereunder, Beneficiary hereby authorizes Trustor or Trustor's agents to collect the aforesaid rents and revenues. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's material agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by their agents, attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the above Premises or any part thereof, and to do and perform any acts that Beneficiary may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits thereof, including those past due and unpaid as well as those accruing thereafter. Trustor further agrees that Beneficiary may also take possession of, and use, any and all personal property contained in said Premises and used by Trustor in the rental or leasing of said Premises or any part

thereof. Beneficiary may apply all such rents, issues and profits collected or received by it in the manner hereinabove specified in respect of proceeds of sale of said Premises, or any part or all of such moneys may be released by Beneficiary at its sole option. The expense (including receivers' fees, if any, and compensation to any agent appointed by Beneficiary, and reasonable counsel fees and costs and disbursements) incurred in taking possession and effecting such collection or attempting to take possession and effect collection, shall be deemed a portion of the expense of this trust to be paid by Trustor and secured hereby. Neither the entering upon and taking possession of the said property nor the collection of such rents, issues and profits and the application or release thereof as aforesaid, shall cure or waive any default or Notice of Default hereunder or invalidate any act done pursuant to such Notice.

(11) That all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, said Premises or the improvements and any award for change of grade of streets thereon are hereby assigned and shall be paid to Beneficiary. Trustor agrees to execute such further assignments of any such award, judgment or settlement as Beneficiary may require, and to deliver to Beneficiary all proceeds of any such award, judgment or settlement which may be received by Trustor. Beneficiary shall apply any and all such sums in accordance with paragraph 25 of this Deed of Trust

(12) Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of the Note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
- c. Exercise or refrain from exercising or waive any right Beneficiary may have;
- d. Accept additional security of any kind;
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

(13) That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default of any right or power, whether exercised hereunder or contained herein, or in any such other security.

(14) This Deed of Trust shall not be construed to create a security interest under the provisions of the Uniform Commercial Code, as same together with any amendments or supplements thereto may be in effect, with respect to any goods, equipment, appliances, bank accounts, account receivables, inventory or articles of personal property now attached to or used or hereafter to be attached to or used in connection with the Premises.

(15) That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale held pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.

(16) That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above-described land is situated.

(17) That the trust herein created are irrevocable.

(18) While it is owned by the Trustor and prior to completion of the project identified in the Development Agreement, Trustor shall not, without Beneficiary's prior written consent, transfer title to the property or place a lien or encumbrance on the property or allow a lien or encumbrance to be placed on the property which has priority to the lien evidenced by this instrument, without the Beneficiary's written consent. That breach of the covenants contained in this paragraph shall constitute a default hereunder and, in such event, Beneficiary shall have the right, at its option, to declare that full development of the parcel be accomplished. This option may be exercised at any time after the occurrence of such event and the acceptance of less than full development of the parcel as evidenced by Certificate of Occupancy being issued for each building and proposed used thereon thereafter shall not constitute a waiver of Beneficiary's option. Consent to one such incident of partial development shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

(19) That default in the terms of any other instrument securing the debt secured hereby shall constitute a default in this Deed of Trust.

(20) That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part thereof and this Deed of Trust shall be construed as if such invalid covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

(21) Trustor agrees to pay Beneficiary's reasonable charge for any statement regarding the obligations secured by this Deed of Trust requested by Trustor or in his behalf.

(22) If Trustor shall voluntarily file a petition under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar to successor Federal statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or inability to pay debts, or if Trustor shall fail to obtain a vacation or stay of involuntary proceedings brought for the reorganization, dissolution

or liquidation of Trustor within sixty (60) days from the date when such proceedings are brought, or if Trustor shall be adjudged a bankrupt, or if a trustee or receiver shall be appointed for Trustor or Trustor's property, or if the Premises shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Trustor shall make an assignment for the benefit of Trustor's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Trustor's assets and such seizure is not discharged within thirty (30) days, then Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable without prior notice to Trustor, and Beneficiary may invoke any remedies permitted by this Deed of Trust. Any reasonable attorney fees and other reasonable expenses incurred by Beneficiary in connection with Trustor's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Trustor secured by this Deed of Trust.

(23) Notwithstanding the existence of any other security interest(s) in the Premises held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which Trustor, any party who consents to this Deed of Trust and any party who now or hereafter acquires a security interest in the Premises and who has actual or constructive notice hereof hereby waives any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

(24) Casualty:

A. For purposes of this paragraph 24, the following terms and phrases shall have the meanings indicated:

(i) "Restoration" means the restoration, repair, replacement or rebuilding of the Premises and/or the improvements, if any, to a value, condition and character equal to or greater than that immediately prior to the damage, destruction or "Taking," as defined below.

(ii) "Taking" means the taking of all or any part of the Premises and/or the improvements, if any, or any interest therein or right accruing thereto, as the result of the exercise of the right of condemnation or eminent domain, or change of grade effecting the Premises or the improvements, if any, or any part thereof. A conveyance in lieu of or in anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking.

B. In case of any damage to the Premises or any part thereof, if the reasonable cost of Restoration (and any temporary repairs and property protection pending commencement of the Restoration) exceeds \$10,000.00, Trustor will promptly give written notice of such damage to Beneficiary, describing the nature and extent of such damage and setting forth the best estimate of the cost of Restoration (and such temporary repairs and property protection). In case of any damage to the Premises or any part thereof, Trustor at its expense shall promptly commence and complete the Restoration provided that the Net Casualty Insurance Proceeds (defined below) are made available to Trustor. All insurance proceeds on account of any damage to the Premises shall be payable to, and deposited with, Beneficiary. Subject to the conditions set forth below, Beneficiary, at its sole option, (i) may apply such insurance proceeds to the completion of the development of the parcel, as the Beneficiary may determine, (ii) may use such insurance proceeds, to accomplish the Restoration, (iii) may release such insurance proceeds to Trustor, or (iv) any such amount may be divided in any manner among any such application, use or release. No such application, use or release shall, however, cure or waive any default or Notice of Default under the Agreement or invalidate any act done pursuant to such Notice. Any unapplied, undisbursed insurance proceeds remaining with the Beneficiary shall inure to the benefit of and

pass to the owner or purchaser or the Premises or any part of it at any foreclosure or trustee's sale under the Agreement.

C. In the event that Trustor requests that the insurance proceeds be used to accomplish the Restoration, then any "Net Casualty Insurance Proceeds" (i.e., the casualty insurance proceeds remaining after reimbursement of the Beneficiary for any reasonable costs and expenses of the Beneficiary, including reasonable attorneys' fees, for collection thereof) received by the Beneficiary shall be applied to the cost of Restoration and disbursed in the same manner and subject to the same conditions as the Project Funds (as defined in the Agreement) if but only if each of the following conditions is satisfied: (1) no default or potential default exists hereunder; (2) the Net Casualty Insurance Proceeds, together with such additional funds (the "Required Equity Funds") as Trustor shall have deposited with the Beneficiary (and which the Trustor shall be required to deposit with the Beneficiary within one hundred twenty (120) days after the occurrence of such casualty), are sufficient, in the reasonable judgment of the Beneficiary, to pay all costs of (a) the Restoration and (b) any other expenses related to the Premises; (3) the anticipated date for completion of Restoration shall, in the reasonable judgment of the Beneficiary, be prior to the date which is six (6) months prior to the then-applicable maturity date of the Note; and (4) each of the insurance companies from which the Net Casualty Insurance Proceeds are received shall have waived in writing all right of subrogation for the benefit of Trustor and the Beneficiary.

(25) In the event of a partial Taking such that the Premises is subject to Restoration, all proceeds and awards shall be paid to Beneficiary to accomplish the Restoration in the event that Trustor requests and satisfies the conditions for the same; and such amount shall be disbursed as set forth in subparagraph 24C. (as the same applies to the application of the Net Casualty Insurance Proceeds, with each reference therein to insurance proceeds deemed to include a reference to condemnation proceeds and awards). In the event of a total Taking or in the event Borrower does not elect to apply such award or proceeds to the Restoration, such amount shall be applied as follows, in the order of priority indicated:

A. To reimburse Beneficiary for all reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with collecting such proceeds; and

B. Any remaining balance, if any, shall be paid to the Trustor.

UPON WRITTEN REQUEST OF BENEFICIARY stating that all obligations secured hereby have been performed and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the estate in the Premises then held by Trustee. The grantee in such reconveyance may be designated and described as the "person or persons legally entitled thereto," or by other appropriate terms.

This Deed of Trust shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto, and shall be so construed that wherever applicable with reference to any of the parties hereto, the use of the singular number shall include the plural number, the use of the plural number shall include the singular number, the use of the masculine gender shall include the feminine gender, and shall likewise be so construed as applicable to and including a corporation or corporations that may be a party or parties hereto.

TRUSTOR hereby requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

IN WITNESS WHEREOF, the Trustor executed this Agreement as of the day and year first written above.

Signature of Trustor:

By: Raul Santellan  
Raul Santellan

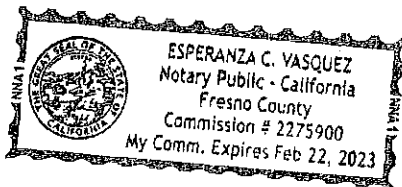
STATE OF CALIFORNIA  
COUNTY OF Fresno

On 4/6/22, 2022, before me, Esperanza C. Vasquez Notary Public, personally appeared Raul Santellan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Esperanza C. Vasquez





For the Meeting of: April 27, 2020

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**Date:** April 27, 2022  
**To:** Orange Cove City Council  
**From:** Shun Patlan, Director of Planning & Building  
**Subject:** City Council consider Approving Resolution 2022-20, Approving Agreement(s) Between the City of Orange and Jesus Lara for Purchase of 1.0 Acre Of City Owned Property And Authorized City Manager To Execute The Agreement(s) and Related Documents  
**Attachments:**  
\*Resolution No. 2022-20  
\*Real Property Purchase And Sale Agreement and Escrow  
\*Instructions  
\*Deed of Trust

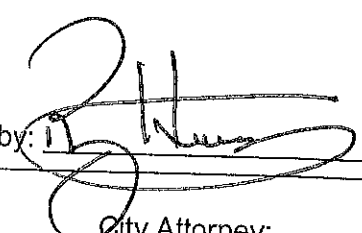
### RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution No. 2022-20 approving the purchase and sales agreement(s) with Mr. Jesus Lara and authorize city manager to execute the agreement(s).

### EXECUTIVE SUMMARY:

The city owned property is 13.552.5 acres of land and is located at the northeast corner of South and Fifth Streets and is currently zoned M-1, Light Industrial. Mr. Lara's "Offer of Purchase was approved by the City Council December 8, 2021.

Prepared by: 

Approved by: 

REVIEW: City Manager: 

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

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

### TYPE OF ITEM:

\_\_\_\_ Consent  
\_\_\_\_ Info Item  
☒ Action Item  
\_\_\_\_ Department Report  
\_\_\_\_ Redevelopment Agency

### COUNCIL ACTION: APPROVED DENIED NO ACTION

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



For the Meeting of: April 27, 2020

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**Date:** April 27, 2022  
**To:** Orange Cove City Council  
**From:** Shun Patlan, Director of Planning & Building  
**Subject:** City Council consider Approving Resolution 2022-20, Approving Agreement(s) Between the City of Orange and Jesus Lara for Purchase of 1.0 Acre Of City Owned Property And Authorized City Manager To Execute The Agreement(s) and Related Documents  
**Attachments:**  
\*Resolution No. 2022-20  
\*Real Property Purchase And Sale Agreement and Escrow  
\*Instructions  
\*Deed of Trust

### RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution No. 2022-20 approving the purchase and sales agreement(s) with Mr. Jesus Lara and authorize city manager to execute the agreement(s).

### EXECUTIVE SUMMARY:

The city owned property is 13.552.5 acres of land and is located at the northeast corner of South and Fifth Streets and is currently zoned M-1, Light Industrial. Mr. Lara's "Offer of Purchase was approved by the City Council December 8, 2021.

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: \_\_\_\_\_

---

### **BACKGROUND:**

Mr. Jesus Lara has submitted an "Offer to Purchase" 1.0 acre of vacant city owned land for the amount of \$41,992.00. The property is 1.0-acre portion of Book 7 of Plats 93 to 96, Fresno County Records.

Mr. Lara is proposing to develop a commercial Tire Repair Auto Shop Business. Mr. Lara has agreed to the terms and conditions as follows:

- \*Total Sales Price \$41,992.00

- \*Deposit of \$5,000.00

- \*Final Payment Of \$36,992.00 by wire transfer to escrow holder at least (3) business days before closing date.

- \*The Deed of Trust will secure the promise to pay and the development

### **FISCAL IMPACT:**

The sale of the land will increase the city's general fund in the amount of \$42,992.00. In addition, there will also be planning application fees, building permit fees and development impact fees which will also go into the city's general fund.

Mr. Lara is requesting the city council consider approving assistance by providing the project with water and sewer lines connections to the property. These costs are estimated to be between \$10,000.00-\$15,000.00 dollars.

### **ACTIONS FOLLOWING APPROVAL:**

The City Manager is authorized to sign the sale and purchase agreements and open escrow

## RESOLUTION NO. 2022-20

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING THE REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESROW INSTUCTIONS, AND A DEED OF TRUST AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT(S) AND RELATED DOCUMENTS**

**WHEREAS**, the city is the owner of a 13.55 acre of vacant land at the northeast corner of South and Fifth Streets within the City of Orange Cove, and,

**WHEREAS**, the City of Orange Cove and the City Council's goal is to encourage Commercial and Industrial business developments for the residents of Orange Cove, and,

**WHEREAS**, the City Council of the City of Orange Cove has found that the proposed purchaser of the 1.0 acre parcel Mr. Jesus Lara to be a interested local businessman with the interest in developing a commercial business which will provide the city with sales tax and job opportunities, and,

**WHEREAS**, the City Council has determined that the sale to the proposed purchaser will result in a commercial development in said business of a Tire Repair Auto Shop ; and,

**WHEREAS**, the City and Mr. Jesus Lara have set forth the terms and conditions of the agreement(s) which are incorporated herein by his reference; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Orange Cove City Council hereby finds:

1. That foregoing recitals and each of them are true and correct and they are each hereby adopted as findings of the City.
2. That the Agreement(s) as shown as attached herein as proposed between the City of Orange Cove and Mr. Jesus Lara for the purchase, construction and development of commercial business, and,
3. That the Mayor and City Manager of the City are hereby authorized to execute the attached agreement(s) on behalf of the City Council of the City of Orange Cove.

**BE IT FURTHER RESOLVED** that the Orange Cove City Council approves the attached sales and purchase agreement(s),

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Orange Cove at a meeting held on the 27th day of April 2022 by the following vote:

:

The foregoing Resolution was duly approved this day April 27, 2022 by the flowing vote,  
to wit:

AYES:

NOES:

ABSTAIN:

ABSENCE:

---

Mayor, Victor P. Lopez

---

June Bracamontes, City Clerk

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

**(City of Orange Cove/Jesus Lara )**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between (i) the CITY OF ORANGE COVE, a California general law city (collectively referred to herein as "Seller"), and (ii) Jesus Lara, an individual, ("Buyer"). Seller and Buyer are sometimes collectively referred to in this Agreement as the "Parties" and individually by their individual names or, without specific reference, as a "Party".

**RECITALS:**

A. WHEREAS, Seller is the owner of that certain real property in Orange Cove approximately one acre, a portion of APN – 378-200-21T, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and,

B. WHEREAS, Buyer intends to improve and develop the Property for commercial use as a retail tire shop, and is agreeable to develop the Property in a manner consistent with this Agreement; and,

C. WHEREAS, Seller has determined that the sale and development of the Property as proposed is in the best interests of the residents of Orange Cove, would increase the taxable base of the City and provide services to residents that is not otherwise availability, increase sales tax revenue and develop vacant land; and

D. WHEREAS, Buyer now desires to purchase the Property from Seller, and Seller now desires to sell the Property to Buyer for Buyer's proposed use and purpose of developing a commercial use as a retail tire shop, pursuant to the terms and subject to the conditions set forth in this Agreement.

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

**ARTICLE I**

**AGREEMENT TO PURCHASE THE PROPERTY**

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

Property from Seller, at the Closing (as defined in Section 6.06 of this Agreement). The Property shall include, without exception:

- (a) All improvements located on or under the Property;
- (b) All of Seller's right, title, and interest in and to any easements and rights of way relating to, used in connection with, or appurtenant to the Property, whether or not of record;
- (c) All fixtures or items of personal property that Seller may have an interest in as may be appurtenant or affixed to the Property;
- (d) All of Seller's right, title, and interest in any and all minerals, oil, gas, and other hydrocarbons located on or under the Property; and
- (e) All of Seller's other rights, title, and interests in any and all tangible and intangible property related to the Property.

1.02 **Purchase Price.** Subject to the provisions of Section 1.03(c) below, the purchase price for the Property shall be Forty-one Thousand Nine Hundred ninety-two Dollars and no cents (\$41,992.00) (the "Purchase Price").

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

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

(b) **Final Payment.** Buyer shall make an additional cash payment of Thirty-six Thousand Nine Hundred ninety-two Dollars and no cents (\$36,992.00) (the "Final Payment") plus prorated Closing Costs, by cashier's or certified check, by wire transfer or by other cash substitute of immediately available funds acceptable to Escrow Holder, with Escrow Holder at least three (3) business days before the Closing Date (as defined in Section 6.06 of this Agreement).

1.04 **Conditions Precedent.** As further conditions to the close of escrow:

running with the land until released by the Seller. Seller shall release its' interest in the Property upon the Buyer obtaining a Certificate of Occupancy for the Property.

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

Buyer shall inspect the Property and complete all Due Diligence, and obtain the entitlements outlined below within 30 days of receipt of the Due Diligence Package, (Contingency Period). Within this Contingency Period, at Buyer's sole discretion, Buyer shall have the right to cancel said escrow with no further obligation or offset, and all deposit money shall be refunded to the Buyer. Buyer and Seller may agree to extend the Contingency Period to allow for time for the entitlements to be obtained. If Buyer has not cancelled said escrow prior to the expiration of the Contingency Period, the \$5,000 deposit shall become non-refundable and shall be immediately released to the Seller.

(c) **Entitlements.** Buyer to apply for the entitlements and Conditional Use Permit (if required) to allow for intended use as a retail tire shop. "Buyer to obtain site plan review approval generally consistent with the City ordinances.

Buyer shall submit plans for the proposed commercial development within six (6) months following entitlements approval by the City, and, developed the Property as set forth in the Development Agreement.

(d) **Offsite Improvements.** Buyer shall be responsible for the cost of any "Offsite Improvements" including street improvements, public sidewalks, alley improvements, or undergrounding of existing utilities, occupancy will not be approved until the Offsite Improvements are completed for use.

1.05 **Handling of Deposits.** If the Escrow fails to close by the Closing Date described in Section 6.06 due to Buyer's default, the Initial Deposit shall be disbursed by the Escrow Holder to Seller as provided in Section 1.05. If Escrow closes, then Escrow Holder shall apply the Initial Deposit against the Purchase Price.

1.6 **Liquidated Damages.** . If the escrow shall fail to close by the closing date or any extension thereof for any reason other than: (a) the failure of any of the conditions precedent set forth hereof; (b) Seller's breach of any of its other obligations hereunder; or (c) acts of god, war, or events totally beyond the control of buyer; the deposit shall act as liquidated damages and shall be immediately disbursed to seller. Disbursement of such funds by escrow holder to seller as liquidated damages is not intended as a forfeiture or penalty; but instead, is intended to constitute liquidated damages to seller. The parties acknowledge that the actual

damage which would result to seller as a result of such failure would be extremely difficult to ascertain. In addition, Buyer desires to limit its potential liability to Seller in the event that this transaction shall fail to close. Therefore, in order to induce seller to accept Buyer's offer, and in order to induce Seller to waive all of its remedies it may have in the event of a breach by buyer, the parties accept the concept of liquidated damages as set forth herein. By separately initialing below, the parties hereby acknowledge their agreement concerning liquidated damages.

Buyer:                     

Seller:                     

## **ARTICLE II**

### **POSSESSION, PHYSICAL INSPECTION, AND**

#### **CONDITION OF UNDIVIDED INTEREST IN THE PROPERTY**

2.01 **Possession.** Buyer shall have the right to possess the Property on and after the Close of Escrow (as defined in Section 6.06 of this Agreement).

2.02 **Inspection of the Property.** Commencing with the Effective Date and continuing for a period of thirty (30) days thereafter (the "Contingency Period"), Buyer and Buyer's agents, employees, contractors, and representatives (collectively, "Buyer's Agents") may investigate, inspect, and conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Inspections").

2.03 **Approval of the Physical Condition of the Property.** Buyer shall have until the expiration of the Contingency Period, to approve or disapprove of Buyer's Inspections and all other matters relating to the physical condition of the Property. Buyer shall deliver the Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the Contingency Period. If Buyer fails to deliver Buyer's approval or disapproval of Buyer's Inspections and the physical condition of the Property to Seller and the Escrow Holder on or before the expiration of the Contingency Period, then Buyer shall be deemed to have approved Buyer's Inspections and the physical condition of the Property. In the event Buyer objects in writing to the condition of the Property before the expiration of the Contingency Period, Buyer shall be entitled to a full refund of the Initial Deposit.

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

### ARTICLE III

#### CONDITION OF TITLE TO THE PROPERTY

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

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

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

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

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

#### 3.02 **Preliminary Report.**

(a) **Title Review.** Seller shall obtain and deliver to Buyer the Preliminary Report to be prepared by Escrow Holder. Buyer may make objections to any exception to title reflected in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), provided such objections are made to Seller in writing within twenty (20) days of Buyer's receipt of the Preliminary Report. If Buyer fails to notify Seller, in writing, of any objections to title by such date, then Buyer shall be deemed to have accepted title to the Property subject to all of the exceptions to title reflected in the Preliminary Report.

(b) **Removal of Exceptions.** If Buyer timely objects to any exception to title set forth in the Preliminary Report (other than the items listed in Sections 3.01(b) and 3.01(c) of this Agreement), Seller may (i) cause the exception to be removed of record; (ii) obtain the appropriate endorsement of the policy of title insurance to be issued by Escrow Holder to Buyer insuring against the exception; or (iii) terminate the sale of the Property to Buyer pursuant to this Agreement, unless Buyer elects to take title to the Property subject to such exception. If necessary to insure around the exception, Seller may choose a new title company reasonably satisfactory to Buyer.

3.03 **Title Insurance.** At the Close of Escrow and as a condition to Buyer's obligation to purchase the Property, the Escrow Holder shall commit to issue, and to deliver to Buyer, its standard coverage Owner's Policy of Title Insurance insuring title to the Property in

Buyer in the condition set forth in Section 3.01 of this Agreement and with liability in the amount of the Purchase Price (the "Title Policy").

#### **ARTICLE IV**

##### **COVENANTS, REPRESENTATIONS, AND WARRANTIES**

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

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

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

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

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

(e) **Environmental.**

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

actions, causes of action, judgments, damages, obligations, liabilities, liens, losses, costs, expenses, penalties, and interest (including, without limitation, reasonable attorneys', paralegals', consultants', experts', and other professionals' fees and costs) arising out of or relating to a breach of Seller's representations and warranties set forth above. This indemnity shall survive the Close of Escrow.

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

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

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

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

4.02 **Covenants, Warranties, and Representations of Buyer.**<sup>2</sup> Buyer hereby makes the following covenants, representations, and warranties to Seller and acknowledges that Seller's execution of this Agreement and the Development Agreement has been made and Seller's agreement to sell the Property to Buyer will be made in material reliance by Seller on these covenants, representations, and warranties:

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

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

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

## **ARTICLE V**

### **CONDITIONS PRECEDENT**

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

(a) **Performance by Buyer.** Buyer shall have performed each of the acts to be performed by it under this Agreement, including, without limitation, executing the Development Agreement and depositing the Down Payment and Buyer's share of the Closing Costs (as defined in Section 6.05 of this Agreement) into the Escrow (as defined in Section 6.01 of this Agreement) by the Closing Date.

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

(c) **Development Agreement.** Seller and Buyer shall have signed a Development Agreement mutually prepared by the parties setting forth Seller's and Buyer's obligations pursuant to paragraph 1.05 above. The parties to cause said Development Agreement to be recorded against all the Property to guarantee performance of Seller and Buyers'

obligations and it is the parties' intent that the Development Agreement will run with the land and bind the Parties' heirs, assigns and successors-in-interest.

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

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

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

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

(c) **Development Agreement.** Seller and Buyer shall have signed a Development Agreement mutually prepared by the parties setting forth Seller's and Buyer's obligations pursuant to paragraph 1.05 above. The parties to cause said Development Agreement to be recorded against all the Property to guarantee performance of Seller and Buyers' obligations and it is the parties' intent that the Development Agreement will run with the land and bind the Parties' heirs, assigns and successors-in-interest.

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

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

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

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

5.03 **Failure or Waiver of Conditions Precedent.** In the event any of the conditions set forth in Sections 5.01 and 5.02 of this Agreement are not fulfilled or waived on or before the Closing Date, this Agreement shall terminate and all rights and obligations under this Agreement of each Party shall be at an end, unless otherwise agreed in writing by Seller and

Buyer. Seller or Buyer may elect, at any time prior to the Closing, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02 of this Agreement, as applicable. In any event, the Parties' consent to the Close of Escrow shall waive any remaining unfulfilled conditions (but such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement).

## **ARTICLE VI**

### **ESCROW**

6.01 **Establishment of Escrow.** Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Placer Title Company, 770 North Palm Avenue, Suite 101, Fresno, California 93711 Attention: Alisa Scott (the "Escrow Holder") to provide for the conveyance of the Property by Seller to Buyer pursuant to this Agreement. Within five (5) business days after the execution of this Agreement, a duplicate of this Agreement shall be deposited with the Escrow Holder and shall constitute escrow instructions to the Escrow Holder concerning this transaction.

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

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

- (i) An executed and acknowledged original Grant Deed;
- (ii) An executed, notarized copy of the Development Agreement; and
- (iii) An executed, notarized copy of the Deed of Trust.

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

(i) The approval or disapproval of Buyer's Inspections and the physical condition of the Property described in Section 2.03 of this Agreement;

(ii) The Final Payment;

(iii) A Preliminary Change in Ownership Report;

(iv) Buyer's Share of the Closing Costs;

(v) An executed, notarized copy of the Development Agreement; and

(vi) An executed, notarized copy of the Deed of Trust.

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

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

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

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

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

(c) Escrow fees and other Closing Costs shall be shared equally between Buyer and Seller; and

(d) Any other closing costs shall be borne by Seller and Buyer in the manner as is customary in the County of Fresno, State of California.

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

6.06 **Closing Date**. Unless otherwise extended by the Parties in writing, the Close of Escrow shall be no later than thirty (30) days from the close of the Contingency Period. As used herein, the terms "Close", "Closing", and "Closing Date" shall be synonymous with the term Close of Escrow.

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

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

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

(b) In accordance with Section 6.05 of this Agreement pay Seller's share of the Closing Costs from funds deposited by Seller or otherwise distributable to Seller;

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

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

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

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

(g) Record the Deed of Trust and the Development Agreement in the Official Records of the County of Fresno, State of California;

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

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

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

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

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

## ARTICLE VII

### MISCELLANEOUS

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

7.02 **No Broker.** Each of the Parties represents and warrants to and for the benefit of the other that it has not caused liability for payment of a broker's commission or finder's fee to be incurred with respect to any of the transactions which are the subject of this Agreement, and both Buyer and Seller agree to indemnify and hold harmless the other from and against any liability for such commission or fee.

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

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

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

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

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

7.08 **Assignment.** Neither Party may assign any or all of its rights under this Agreement, including the right to purchase the Property, or delegate any of the duties and

obligations under this Agreement, to any other person, without the prior written consent of the other Party.

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

7.10. **Survival of Agreement.** The provisions of this Agreement, and the covenants and conditions contained in this Agreement, shall be continuous and shall survive the execution of this Agreement, the Close of Escrow, and the death or disability of any Party.

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

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

To Seller:                      City of Orange Cove  
   633 Sixth Street  
   Orange Cove, California 93646  
   Attn: City Manager  
   Phone: (559) 636-4488

With a Copy to:                Daniel T. McCloskey, Esq.  
   Tuttle & McCloskey  
   750 E. Bullard Avenue, Suite 101

Fresno, California 93710  
Phone: (559) 437-1770  
Email: danm@t-m-law.com

To Buyer:

Jesus Lara  
1025 Center Ave  
Orange Cove, California 93646  
Attn:  
Phone: 599-397-5224  
Email:

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

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

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

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

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

///

///

///

///

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

“Seller”

CITY OF ORANGE COVE

By \_\_\_\_\_  
City Manager

“Buyer”

By Jessica Lara  
Jessica Lara  
Print Name

\_\_\_\_\_  
Title

## **LIST OF EXHIBITS**

- A. Legal Description of the Property**
- B. Development Agreement**
- C. Deed of Trust**

EXHIBIT "A"

(Portion of APN 378-200-21T)

The land referred to herein below is situated in the County of Fresno, State of California, and is described as follows:

The North 182.00 feet of the South 364.00 feet of the West 240.00 feet of said Block 121 of the town (now City) of Orange Cove, according to the map thereof recorded in Book 7 of Plats at Pages 93 to 96, Fresno County Records.

Reserving unto the Grantor an easement for Public Utilities along the West 10.00 feet thereof.

Containing 1.00 acres, more or less.

Recording Requested by:

**City of Orange Cove**

When recorded please mail to:

**City of Orange Cove  
636 Sixth Street  
Orange Cove , California 93646**

---

**DEED OF TRUST**

---

THIS DEED OF TRUST is made this \_\_\_\_ day of \_\_\_\_\_ 2022, among JESUS LARA, an individual (hereinafter referred to as "Trustor"), whose principal place of business is 1025 Center, Orange Cove, California 93646 , and the City of Orange Cove (the "Beneficiary"), and Placer Title Company, (the "Trustee").

WITNESSETH: that Trustor hereby grants, transfers and assigns to Trustee, its successors and assigns, in trust, with power of sale, that property in the City of Orange Cove , County of Fresno, State of California, as specifically described in the attached Exhibit "A" which is incorporated herein as if fully set forth and referred to herein as the "Premises".

TOGETHER WITH all and singular the tenements, hereditaments, rights, rights of way, easements, privileges and appurtenances thereunto belonging, or in anyway appertaining (all as part of the Premises hereby conveyed) which shall be deemed to include but not to be limited to (i) all rents, issues, profits, royalties and revenue therefrom, subject, however, to any right, power and authority hereinafter given to and conferred upon Beneficiary to collect the same; (ii) all improvements and fixtures (whether or not annexed thereto) now or hereafter used in connection therewith.

**FOR THE PURPOSE OF SECURING:**

ONE: Faithful performance by Trustor of the conditions and obligations set forth in that certain Development Agreement between Trustor and Beneficiary of even date and recorded concurrently with this Deed of Trust affecting the Premises.

**TRUSTOR AGREES:**

(1) To keep the Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement. The policy or policies of such insurance shall be in the form in general use from time to time in the State of California, shall be in an amount not less than the indebtedness from time to time secured hereby and by any senior encumbrances, shall be issued by a company or companies rated A XII or better in Best's Insurance Guide, and shall contain the Standard Mortgagee Clause with loss payable to Beneficiary.

(6) That, if Trustor fails to do so, Beneficiary, without demand or notice and as in its sole judgment it may consider necessary, may do any or all things required of Trustor by any of the provisions herein contained and incur and pay all reasonable and necessary expenses in connection therewith.

(7) To pay to Trustee and Beneficiary, respectively, promptly and within thirty (30) days of receipt of written demand, the amounts of all sums of money which they shall respectively pay pursuant to any of the provisions herein contained, including but not limited to reasonable attorney fees and the cost of evidence of title or any guaranty thereof, together with interest upon each of said amounts, until repaid, from the time of the payment thereof, at the rate of seven percent (7 %) per annum.

(8) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any material agreement hereunder, Beneficiary may deliver a written Notice of Default (as set forth in the Agreement) and of election to cause said property to be sold, which notice Trustee shall cause to be filed for record, and Beneficiary may also declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default. After the lapse of such time as may then be required by law following the recordation of said Notice of Default, and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, subject to any statutory right which Trustor may have to direct such order, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven percent (7 %) per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(9) Notwithstanding paragraph (8) herein, that upon default by Trustor of the Note secured by this Deed of Trust after the date of this Deed of Trust or any extension secured for said performance, Beneficiary may deliver a written Notice of Default and of election to cause that portion of the premises to be sold as set forth in paragraph (8) herein.

(10) That all of the rents, issues and profits of said Premises are hereby assigned to Beneficiary as further security for the payment of the indebtedness and performance of the obligations, covenants, promises and agreements secured hereby. Provided, and only for so long as, Trustor is not in default hereunder, Beneficiary hereby authorizes Trustor or Trustor's agents to collect the aforesaid rents and revenues. In case default be made in payment of any indebtedness secured hereby or in performance of any of Trustor's material agreements herein contained, Beneficiary shall be entitled at any time without notice, in its sole discretion, either by their agents,

(13) That if the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, deeds of trust, pledges, contracts of guaranty or other additional securities, Beneficiary may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security hereunder and without waiving any breach or default of any right or power, whether exercised hereunder or contained herein, or in any such other security.

(14) This Deed of Trust shall not be construed to create a security interest under the provisions of the Uniform Commercial Code, as same together with any amendments or supplements thereto may be in effect, with respect to any goods, equipment, appliances, bank accounts, account receivables, inventory or articles of personal property now attached to or used or hereafter to be attached to or used in connection with the Premises.

(15) That acceptance by Beneficiary of any sum in payment, or part payment, of any indebtedness secured hereby, after the same is due or after the recording of a Notice of Default, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining default or invalidate any sale held pursuant to such Notice for any such remaining default, or prejudice any of the rights of Beneficiary under this Deed of Trust.

(16) That Beneficiary may, at any time Beneficiary may desire, appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the Recorder's Office of the County in which the above-described land is situated.

(17) That the trust herein created are irrevocable.

(18) While it is owned by the Trustor and prior to payment in full of the Promissory Note, Trustor shall not, without Beneficiary's prior written consent, transfer title to the property or place a lien or encumbrance on the property or allow a lien or encumbrance to be placed on the property which has priority to the lien evidenced by this instrument. That breach of the covenants contained in this paragraph shall constitute a default hereunder and, in such event, Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable. This option may be exercised at any time after the occurrence of such event and the acceptance of one or more installments from any person thereafter shall not constitute a waiver of Beneficiary's option. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

(19) That default in the terms of any other instrument securing the debt secured hereby shall constitute a default in this Deed of Trust.

(20) That the invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or

anticipation of the exercise of any such right of condemnation or eminent domain shall be considered a Taking.

B. In case of any damage to the Premises or any part thereof, if the reasonable cost of Restoration (and any temporary repairs and property protection pending commencement of the Restoration) exceeds \$10,000.00, Trustor will promptly give written notice of such damage to Beneficiary, describing the nature and extent of such damage and setting forth the best estimate of the cost of Restoration (and such temporary repairs and property protection). In case of any damage to the Premises or any part thereof, Trustor at its expense shall promptly commence and complete the Restoration provided that the Net Casualty Insurance Proceeds (defined below) are made available to Trustor. All insurance proceeds on account of any damage to the Premises shall be payable to, and deposited with, Beneficiary. Subject to the conditions set forth below, Beneficiary, at its sole option, (i) may apply such insurance proceeds upon the Note, as the Beneficiary may determine, (ii) may use such insurance proceeds, without reducing the principal balance of the Note, to accomplish the Restoration, (iii) may release such insurance proceeds, without reducing the principal balance of the Note to Trustor, or (iv) any such amount may be divided in any manner among any such application, use or release. No such application, use or release shall, however, cure or waive any default or Notice of Default under the Agreement or invalidate any act done pursuant to such Notice. Any unapplied, undisbursed insurance proceeds remaining with the Beneficiary shall inure to the benefit of and pass to the owner or purchaser or the Premises or any part of it at any foreclosure or trustee's sale under the Agreement.

C. In the event that Trustor requests that the insurance proceeds be used to accomplish the Restoration, then any "Net Casualty Insurance Proceeds" (i.e., the casualty insurance proceeds remaining after reimbursement of the Beneficiary for any reasonable costs and expenses of the Beneficiary, including reasonable attorneys' fees, for collection thereof) received by the Beneficiary shall be applied to the cost of Restoration and disbursed in the same manner and subject to the same conditions as the Project Funds (as defined in the Agreement) if but only if each of the following conditions is satisfied: (1) no default or potential default exists hereunder; (2) the Net Casualty Insurance Proceeds, together with such additional funds (the "Required Equity Funds") as Trustor shall have deposited with the Beneficiary (and which the Trustor shall be required to deposit with the Beneficiary within one hundred twenty (120) days after the occurrence of such casualty), are sufficient, in the reasonable judgment of the Beneficiary, to pay all costs of (a) the Restoration and (b) any other expenses related to the Premises; (3) the anticipated date for completion of Restoration shall, in the reasonable judgment of the Beneficiary, be prior to the date which is six (6) months prior to the then-applicable maturity date of the Note; and (4) each of the insurance companies from which the Net Casualty Insurance Proceeds are received shall have waived in writing all right of subrogation for the benefit of Trustor and the Beneficiary.

(25) In the event of a partial Taking such that the Premises is subject to Restoration, all proceeds and awards shall be paid to Beneficiary to accomplish the Restoration in the event that Trustor requests and satisfies the conditions for the same; and such amount shall be disbursed as set forth in subparagraph 24C. (as the same applies to the application of the Net Casualty Insurance Proceeds, with each reference therein to insurance proceeds deemed to include a reference to condemnation proceeds and awards). In the event of a total Taking or in the event

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF FRESNO

On 04/20/2022, before me, Susana Sanchez Lopez, a Notary Public, personally appeared JESUS LARA, who proved to me on the basis of satisfactory evidence to be the person whose name IS subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susana Sanchez Lopez





## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

Date: April 27, 2022  
To: Orange Cove City Council  
From: Shun Patlan, Director of Planning & Building  
Subject: City Council consider Approving Resolution 2022-21, Approving Agreement(s) Between the City of Orange and AMG And Associates for Purchase of .75 Acre Of City Owned Property And Authorized City Manager To Execute The Agreement(s) and Related Documents

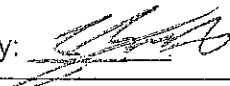
Attachments: \*Resolution No. 2022-21  
\*Real Property Purchase And Sale Agreement and Escrow  
\*Instructions

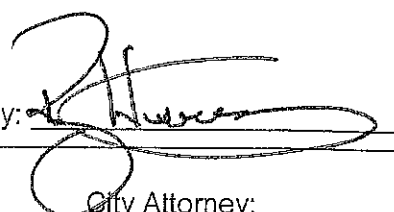
### RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution No.2022-21 approving the purchase and sales agreement(s) with AMG and Associates and authorize city manager to execute the agreement(s).

### EXECUTIVE SUMMARY:

The city owns a .75 acre parcel of land located on Park Boulevard west of the southwest corner of Summer and Anchor Streets is currently zoned Commercial (C-3). AMG and Associates offer was accepted by the city council on March 29, 2022 in the amount of \$190,000.00 dollars.

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: \_\_\_\_\_

---

**BACKGROUND:**

AMG and Associates submitted an "Offer to Purchase" the .75 acre of vacant city owned land for the amount of 190,000.00 dollars. The property is described real property in the City of Orange Cove, Fresno County, State of California:  
APN: 378-030-40T

AMG and Associates interest in the property is to develop the following:

- \*Provide and construct an alternate parking area for the existing Amaya Village Apartments
- \*Provide an alternate secondary emergency access lane for the existing Amaya Village Apartments.

- \*Total Sales Price \$190,000.00 dollars

- \*Deposit of \$25,000.00

- \*Final Payment Of \$165,000.00 dollars at the close of escrow.

**FISCAL IMPACT:**

The sale of the land will increase the city's general fund in the amount of \$190,000.00. In addition, there will also be planning application fees, building permit fees and development impact fees which will also go into the city's general fund.

**ACTIONS FOLLOWING APPROVAL:**

The City Manager is authorized to sign the sale and purchase agreements and open escrow

## RESOLUTION NO. 2022-21

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING THE REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESROW INSTUCTIONS, AND A DEED OF TRUST AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT(S) AND RELATED DOCUMENTS

**WHEREAS**, the city is the owner of a .75 acre of vacant parcel of land west of the southeast corner of Summer and Anchor Streets within the City of Orange Cove, and,

**WHEREAS**, the City of Orange Cove and the City Council's goal is to encourage Commercial and Industrial business developments for the residents of Orange Cove, and,

**WHEREAS**, the City Council of the City of Orange Cove has found that the proposed purchaser of the .75 acre parcel AMG and Associates owner of the Amaya Village Apartments are interested in provided additional parking space area and an emergency secondary access lane for the existing apartment complex, and,

**WHEREAS**, the City Council has determined that the sale to the proposed purchaser will result in the development of a new parking space area and an emergency access lane; and,

**WHEREAS**, the City and AMG and Associates have set forth the terms and conditions of the agreement(s) which are incorporated herein by his reference; and,

**NOW, THEREFORE, BE IT RESOLVED** that the Orange Cove City Council hereby finds:

1. That foregoing recitals and each of them are true and correct and they are each hereby adopted as findings of the City.

2. That the Agreement(s) as shown as attached herein as proposed between the City of Orange Cove and AMG and Associates for the purchase, construction and development of a parking space area and an emergency access lane and,

3. That the Mayor and City Manager of the City are hereby authorized to execute the attached agreement(s) on behalf of the City Council of the City of Orange Cove.

**BE IT FURTHER RESOLVED** that the Orange Cove City Council approves the attached sales and purchase agreement(s),

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Orange Cove at a meeting held on the 27th day of April 2022 by the following vote:

:

The foregoing Resolution was duly approved this day April 27, 2022 by the flowing vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENCE:

---

Mayor, Victor P. Lopez

---

June Bracamontes, City Clerk

**PURCHASE AND SALE AGREEMENT**  
**(APN 378-030-40T Orange Cove, CA)**

This Purchase and Sale Agreement (the "Agreement") is made as of April 27<sup>th</sup>, 2022 ("Effective Date") by and between **City of Orange Cove**, a municipal corporation ("Seller"), and **AMG & Associates, LLC**, a California limited liability company ("Buyer") with reference to the following facts and purposes.

**RECITALS**

A. Seller is the owner of certain real property (the "Property") identified as APN 378-030-40T located in Orange Cove, California as further described in Exhibit A attached hereto and incorporated herein by reference.

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer Seller's right, title and interest in and to the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Buyer and Seller (the "Parties") agree as follows:

1. Purchase and Sale of the Property.

Subject to the terms and conditions set forth below, Seller agrees to sell its right, title and interest in and to the Property to Buyer.

2. Purchase Price.

The purchase price for the Property shall be One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000) (the "Purchase Price"). The purchase price shall be paid in cash by the Buyer at Closing (defined below).

3. Opening Escrow.

Within three (3) business days after the Effective Date, the Parties shall establish an escrow ("Escrow") with Ann Kay at First American Title Company in Visalia, CA ("Escrow Holder") or a mutually acceptable title company.

4. Deposit

Within five (5) business days after the Effective Date, buyer shall deposit into Escrow, Twenty Five Thousand Dollars and Zero Cents (\$25,000). Within seventeen (17) days after the Effective Date, Buyer shall instruct Escrow to release the Deposit to Seller. This amount shall be non-refundable to Buyer and apply to the Purchase Price at the close of Escrow.

(b) No Proceedings. To the best of Seller's actual knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against or affecting the Property or Seller's title to the Property. Seller has not received notice from any public agency or entity with respect to any future proceeding or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future toxic or hazardous material or conditions at the Property.

(c) Clear Title. Seller is the owner of the Property and, to the best of Seller's actual knowledge, Seller has marketable and insurable fee simple title to the Property free of restrictions, leases, liens and other encumbrances except for such items reflected in Buyer's title policy. Prior to the Closing, Seller shall not convey or accept any offer to convey the Property or any portion of the Property nor shall Seller encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof without the prior written consent of Buyer which may be withheld in Buyer's sole and absolute discretion.

(d) Environmental Status. Seller has not received notice from any public agency or entity with respect to any future proceeding or basis for any future proceeding against or affecting the Property or any part of the Property, or concerning any existing or potential, past, present or future Hazardous Materials (as defined below) or conditions on, in, under or otherwise affecting the Property. Seller possesses no environmental reports for the Property. Seller does not use, treat, store or dispose of, and has not permitted anyone else to use, treat, store or dispose of, whether temporarily or permanently, any Hazardous Materials at the Property in violation of any federal, state, or local law, regulation or ordinance, and to the best of Seller's actual knowledge there are no Hazardous Materials located on or about the Property; provided however, Seller makes no representations or warranties regarding the use of Hazardous Materials at the Property by Seller's predecessors in interest. The term "Hazardous Material(s)" shall mean (1) any oil or any fraction thereof or petroleum products or "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14) or Section 25281(h) or 25316 of the California Health and Safety Code at such time; any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501 (j) of the California Health and Safety Code at such time; any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300 (f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clean Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq. Section 39000 et seq.), or California Water Code (Section 13000 et seq.) at such time, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing criminal or civil liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; (2) any additional wastes, substances or material which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property; and (3) any substance, product, waste or other material of any nature whatsoever

which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court.

(e) Right to Possession. Except as reflected in Buyer's title policy, to the best of Seller's actual knowledge, no person, firm, or corporation has a right to possession or is in possession of the Property or any portion thereof, as a lessee or tenant of Seller or otherwise except as approved by the Buyer in writing.

Seller makes the above representations with the understanding that each of said representations and warranties is material, notwithstanding any investigations, inspections or examinations made by or on behalf of Buyer, and has been relied upon by Buyer in connection herewith and shall be accurate, to the best of Seller's actual knowledge, at Closing. Seller shall indemnify, defend and hold Buyer and its partners, officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations by Seller.

9. Conveyance by Deed.

At the Closing, the Seller shall convey title to the Property from the Seller to the Buyer by grant deed in a form approved by the Buyer and subject only to those exceptions to title approved by Buyer (the "Grant Deed"), and deliver possession of the Property to Buyer.

10. Property Taxes and Assessments.

Property taxes, assessments, utilities and all other charges related to the Property shall be prorated between the Seller and the Buyer as of the date of closing. Such prorations shall be made on the basis of a 365-day year.

11. "As Is".

(a) Seller hereby represents and warrants that it has no actual knowledge of any hazardous substances located on or contained within or below the Property. Notwithstanding the representations contained herein, Buyer is purchasing the Property "as is" and Seller makes no representations as to the condition of the Property or its suitability for the purpose for which Buyer is acquiring the Property. Buyer waives all implied warranties associated with the Property, including, without limitation, the implied warranty of marketability and fitness for particular purpose.

(b) Except as expressly set forth in this Agreement, Buyer will indemnify, defend, and will hold Seller and Seller's officials, officers, employees, and agents (collectively "Seller Parties") harmless and hereby waives, releases, remises, acquits and forever discharges Seller and the Seller Parties of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs,

liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising on the date of Closing or thereafter, and arising out of or in any way connected with, directly or indirectly, or based upon or arising out of the physical or environmental condition, status, quality, nature, or state of the Property; provided however, such duty to indemnify, defend, and hold Seller harmless shall not apply with respect to Seller's gross negligence or intentional misconduct. It is the intention of this Agreement that, except for Seller's gross negligence and intentional misconduct and except as otherwise expressly set forth herein, any and all responsibilities and obligations of Seller to Buyer, and any and all rights or claims of Buyer, its successors and assigns and affiliated entities, with respect to, or as against Seller arising by virtue of, the physical or environmental condition of the Property are by this release provision declared to be, from and after Closing, null and void and of no present or future effect as to such Parties. With respect to the matters released by Buyer pursuant to this Section 11, Buyer waives the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

12. Broker Commissions.

Seller shall be responsible for any agency related commissions established by Seller associated to this transaction. Buyer shall be responsible for any agency related commissions established by Buyer associated to this transaction.

13. Notices.

Unless otherwise provided herein, any notice, tender or delivery to be given pursuant to this Agreement by either party may be accomplished by personal delivery in writing or by first class certified mail, return receipt requested. Any notice by such mailing shall be deemed received three (3) days after the date of mailing. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this Section 12.

To Seller:                      City of Orange Cove  
   633 Sixth Street  
   Fresno, CA 93646  
   Attn: City Manager

To the Buyer:                AMG & Associates  
   P.O. Box 260770  
   Encino, CA 91426

14. Assignment.

The Buyer shall have the right to assign this Agreement and its rights hereunder at any time prior to Closing without the consent of Seller to any entity in which Buyer is the controlling party. In the event of such a transfer, the transferee shall assume the rights of the Buyer and the Buyer shall remain liable hereunder. Any other assignment shall not be made without Seller's consent, which shall not be unreasonably withheld.

15. General Provisions.

(a) Headings. The title and headings of the various sections hereof are intended for means of reference and are not intended to place any construction on the provisions hereof.

(b) Invalidity. If any provision of this Agreement shall be invalid or unenforceable the remaining provisions shall not be affected thereby, and every provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(c) Attorneys' Fees. In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred by the successful party, all of which may be included as part of the judgment rendered in such litigation.

(d) Entire Agreement. The terms of this Agreement and the documents referenced herein are intended by the Parties as a final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitute the exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceedings involving this Agreement. No provision of this Agreement may be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

(f) Time of the Essence. Time is of the essence in this Agreement.

(g) Cooperation of Parties. The Seller and the Buyer shall, during the Escrow period, execute any and all documents reasonably necessary or appropriate to close the purchase and sale pursuant to the terms of this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts.

///

///

///

///

///

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

**SELLER:**

City of Orange Cove,  
a municipal corporation

By: \_\_\_\_\_  
Victor P. Lopez  
Mayor

**BUYER:**

AMG & Associates, LLC,  
a California limited liability company

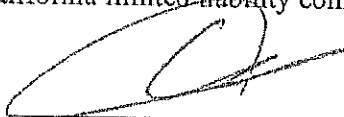
By:  \_\_\_\_\_  
Alexis Gevorgian  
Managing Member

EXHIBIT A

Legal Description

The following described real property in the City of Orange Cove, Fresno County  
County, State of California:

(APN 378-030-40T).