



ORANGE COVE CITY COUNCIL AGENDA

Diana Guerra Silva, Mayor

Gilbert Garcia, Mayor Pro Tem
Maria Vacio, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

Orange Cove Council Meeting
WEDNESDAY, JANUARY 25, 2023 - 6:30 P.M.
SENIOR CENTER
699 6th Street, Orange Cove, California 93646
LIVE MEETING

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. City Council Minutes of December 14, 2023
2. City Warrants December 2022

E. Administration

City Engineer

3. **SUBJECT:** Participation in Fresno County's Urban County Community Development Block Grant (CDBG) Program for Program Year 2024-25, 2025-26 and 2026-27

Recommendation: Council to consider adopting Resolution 2023 – 04 confirming the City's intent to participate in the Urban County Community Development Block Program and authorize the Interim City Manager to inform the County Community Development Department of said decision and to execute any documents resultant from this action.

Interim City Manager:

4. **SUBJECT:** Approval of Water and Wastewater Rate Study by Clayton Tuckfield, Principal Consultant

Recommendation: Council to approve the Water and Wastewater Rate Study Report

5. **SUBJECT:** Approval of \$25 Water Shut Off Doorhangers

Recommendation: Council to consider approving the Water Shut Off Doorhanger fee of \$25

6. **SUBJECT:** Waiver of Business Operating Requirement for the Small Business Grant Program for those funded by the General Fund

Recommendation: Council to approve the waiver of the business operating requirement for the small business program for those funded by the general fund

7. **SUBJECT:** Ordinance 393 Second Reading and Adoption

Recommendation: Council to approve the Second Reading and Adoption of Ordinance 393 by Title only waiving full reading Amending the Municipal Code of the City of Orange Cove to Add Chapter 8.80 to Title 8 Pertaining to Weapons on City Property.

8. **SUBJECT:** Welcoming Reception for new Mayor and Council

Recommendation: Informational Item Only

F. Public Forum

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

G. City Manager's Report

H. City Attorney's Report

I. City Council Communications

J. Closed Session:

9. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 1 potential case
10. Government Code Section 54956.8
Conference with Real Property Negotiator
Property: APN: 375-040-36T: 378-020-32: 378-020-43
City Negotiator: Interim City Manager
Under Negotiation: Price and Terms of Payment

K. Reconvene Council Meeting

L. Adjournment

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

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

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES (Resolution No. 2012-16)

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

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

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



MINUTES ORANGE COVE CITY COUNCIL

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Josie Cervantes, Council Member

Roy Rodriguez, Council Member

Esperanza Rodriguez, Council Member

WEDNESDAY, December 14, 2022 - 6:30 P.M.

LIVE MEETING

SENIOR CENTER

699 6th Street, Orange Cove, California 93646

A. CALL TO ORDER/WELCOME

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

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
City Attorney Megan Dodd
Chief of Police, Marty Rivera
Director of Planning, Shun Patlan
Director of Public Works, Joe Estrada
City Clerk June V. Bracamontes

Invocation: Mayor Pro Tem Silva
Flag Salute: Mayor Lopez

Interim City Manager requested to move item #17 to the front of the Agenda after Consent Calendar.

B. CITY CLERK

- 1. SUBJECT:** Approve Resolution declaring results of election.

Recommendation: Approve Resolution No. 2022-58, A Resolution of

the City Council of the City of Orange Cove declaring the results of the November 8, 2022 election as required by law.

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved Resolution No. 2022-58, A Resolution of the City Council of the City of Orange Cove declaring the results of the November 8, 2022 election as required by law.

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

2. **SUBJECT:** Swearing-In of newly elected Mayor and Councilmember(s) and appointment to unexpired vacated seat.

Recommendation: City Clerk to conduct swearing-in of New Mayor and Councilmember(s) and Council should make appointment to 2-year unexpired vacated seat.

City Clerk swore in the new elected members to their seats as follows:

Diana Guerra Silva as Mayor of the City of Orange Cove
Gilbert Garcia – City Council
Esperanza Rodriguez – City Council

Council appointed Maria Vacio to the 2-year unexpired vacated seat with the Orange Cove City Council.

Prayer for New Mayor and New Councilmembers.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved the swearing in of New Mayor and Councilmembers and approved the appointment of Maria Vacio to fill the 2-year unexpired vacated seat.

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

Mayor Silva requested to nominate Councilman Garcia as the Mayor Pro Tem.

Upon the motion by Councilwoman Cervantes and seconded by Esperanza Rodriguez, Council approved to nominate Councilman Garcia as the Mayor Pro Tem as presented.

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

C. CONSENT CALENDAR

3. Minutes of the October 12, 2022 regular Council meeting
4. Minutes of the October 26, 2022 regular Council meeting.
5. Minutes of the November 2, 2022 special Council meeting.
6. Minutes of the November 9, 2022 regular Council meeting.
7. Minutes of the November 14, 2022 special Council meeting.
8. Adoption of M-10 Lot Corner Standards
9. Approval of Amendment No. 1 to Master Agreement for Engineering Services.

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

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

- 17. SUBJECT: PUBLIC HEARING:** Closeout of the CDBG CV-2 Subsistence Payment Program grant

Recommendation: Conduct public hearing and authorize the closeout of the CDBG CV-2 Subsistence Payment Program grant.

Mr. Craig Chew presented to Council the Closeout of the CDBG CV-2 Subsistence Payment Program Grant. This grant will assist low-income families to help with rentals and Utilities.

Mayor Silva opened and closed the Public Hearing. No Comments.

Upon the motion by Mayor Pro Tem Garcia and seconded by Councilwoman Cervantes, Council approved the Closeout of the CDBG CV-2 Subsistence Payment Program Grant as presented.

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

D. ADMINISTRATION

City Engineer

- 10. SUBJECT:** Presentation of Monthly City Engineers Report by City Engineer Mike Giersch

Recommendation: Informational Item

1. Transition from the previous consultant is continuing but hampered by a lack of file transfers due to close out difficulties.
2. WWTP and RAS Pump Project.
3. EDA Park Boulevard Project.
4. City Hall Stairways and ADA access
5. J.O. Eaton Park
6. Sequoia View Park
7. Drought Relief Grant
8. Community Center Renovation
9. Macias Tract 6289
10. CMAQ Alley Project
11. Sheridan Park Renovation
12. Additional projects are awaiting files and information transfer. Staff is coordinating with my office to get up to speed on all of the pending projects.

11. **SUBJECT:** Discussion regarding change to Eaton Park fencing requirement

Recommendation: Council to consider and approve change to Eaton Park fencing requirement.

Upon the motion by Mayor Silva and seconded by Mayor Pro Tem Garcia, Council approved the change to Eaton Park fencing requirement as presented.

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

Police Department

12. **SUBJECT:** Presentation of Monthly Activity Report by Chief of Police Marty Rivera

Recommendation: Informational Item

Chief of Policy Marty Rivera presented the following:

- Staff Levels
- Crime Stats
- Animal Shelter

Bertha Del Bosque, resident of Orange Cove, commended the new elected Mayor and Councilmembers. Impress with the new Animal Control Officer, Shelter looks clean. Another concern regarding warming centers for residents.

Public Works

13. **SUBJECT:** Presentation of Monthly Activity Report by Director of Public Works Joe Estrada (verbal report)

Recommendation: Informational Item

Director of Public Works Joe Estrada presented to Council an update on Public Works.

Routine Maintenance: Water and Waste Water Plants are in compliance and working on Winter maintenance.

Planning Department

14. **SUBJECT:** Presentation of monthly update on City Projects by City Planner Shun Patlan

Recommendation: Informational Item

Planner Shun Putlan presented the following projects:

-Blossom Heights

-Commercial Development – Land Sales Universal: 8 acres and 11th & Railroad

-Small Subdivision 14 lots located at the Orange & Tangerine

15. **SUBJECT:** Approval of sale of City owned land for affordable multi-family residential units located at the City of Orange Cove's Industrial Park. (Blossom Heights).

Recommendation: Approve Resolution No. 2022-59, A Resolution of the City Council of the City of Orange Cove approving the real property purchase and sales agreement, escrow instructions, and deed of trust and authorizing the City Manager to execute the agreement(s) and related documents.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved Resolution No. 2022-59, A Resolution of the City Council of the City of Orange Cove approving the real property purchase and sales agreement, escrow instructions, and deed of trust and authorizing the City Manager to execute the agreement(s) and related documents

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

16. **SUBJECT:** Approval of sale of City owned land for commercial development located at the Northwest corner of Sumner and Anchor Avenues.

Recommendation: Approve Resolution No. 2022-60, A Resolution of the City Council of the City of Orange Cove approving the real property purchase and sales agreement, escrow instructions, and a deed of trust and authorizing the City Manager to execute the agreement(s) and related documents.

- Q **Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Garcia, Council approved Resolution No. 2022-60, A Resolution of the City Council of the City of Orange Cove approving the real property purchase and sales agreement, escrow instructions, and a deed of trust and authorizing the City Manager to execute the agreement(s) and related documents.**

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

Interim City Manager:

18. **SUBJECT:** Adoption of water shut-off policy to reflect SB998 also known as the water shut-off Protection Act.

Recommendation: Adopt revised water shut-off policy

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved the adopt the revised water shut-off policy presented.

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

19. **SUBJECT:** Presentation regarding disposal rate study proposal

Recommendation: Authorize disposal rate study by SCS Engineers as presented

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Garcia, Council approve to authorize the disposal rate study by SCS Engineers as presented.

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

Abstain: None

Absent: None

20. **SUBJECT:** Placement of Measure "O" on the June 2023 ballot.

Recommendation: Authorize staff to begin work of placing Measure "O" on the June 2023 ballot.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Vacio, Council authorized staff to begin work of placing Measure "O" on the June 2023 ballot.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez

No: None

Abstain: None

Absent: None

21. **SUBJECT:** Request for direction on Concealed Weapons discussion/workshop for the City of Orange Cove

Recommendation: Provide staff with direction

By Consensus Council approved to the place the Concealed Weapons on the January 11, 2023 Agenda.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez

No: None

Abstain: None

Absent: None

22. **SUBJECT:** After school and recreation programs in the City of Orange Cove

Recommendation: Provide direction regarding the City of Orange Cove's after school and recreation programs.

Tabled.

23. **SUBJECT:** Update on various City of Orange Cove financial issues

Recommendation: Informational Only

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

- Balance Budget
- Budget for 22-23 will be due in March
- Budget for 23-24 challenging
- Annual Toy Give Away City only spent in total \$10,151.11
- Senior Christmas Luncheon was a success
- Orange Cove Day Care Center children caroled for the Seniors

Isaiah Lopez from the Boys and Girls Club reported on the Holiday Events and thanked Councilwoman Vacia and Councilwoman Rodriguez for preparing meals for Senior. Thanked Public Works

24. SUBJECT: Presentation of FY 2020-2021 Financial Audit Report

Recommendation: Informational Only

Financial Audit Report presented by Interim City Manager, Rudy Hernandez:

- Audit Opinion Adverse Audit Report hard to get grants
- Water Rate Study
- Child Care Contract Audit should be done end of this year to be in compliance

25. SUBJECT: Council/Employee Christmas luncheon

Recommendation: Informational Only

Discussion regarding a Council/Employee Christmas luncheon including staff, Police Department and Fire Department starting at 12-2pm

E. PUBLIC FORUM

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

Bertha Del Bosque, 214 11th Street, Orange Cove honored the newly elected Mayor and Councilmembers worked very hard with the election.

Mayor Silva thanked Ms. Del Bosque and appreciates her.

Mr. Isaiah Lopez from the Orange Cove Boys and Girls Club presented to Council an update of the organization. 115 youth, 25-30 attend each day. There is a part time position.

Lucia Pinda of the Boys and Girls Club gave a recap of the month of November:

- Toys for Tots
- Veterans Project
- Thanksgiving Dinner
- Vaccine Resource Fair

Mr. Tom Greenwood congratulated the new Mayor and Council. Presented a concern to Council:

Rumors have been out saying the Fire Department not willing to work with the Orange Cove City Staff. This rumor has to stop. Mr. Greenwood stated that he and the Orange Cove Fire Protection District supports this Council and requested to be placed on the Agenda.

Resident of Orange Cove. Complaint about the water drainage on 5th and Railroad which runs on "G" Street. Talked to someone from the City but nothing was done. Worked with the City brought pictures but nothing happened. Water floods her property.

Staff will look into this concern.

F. CITY MANAGER'S REPORT

Informed Council he will be out on December 16th due to Doctors Appointment.

G. CITY ATTORNEY'S REPORT

Attorney Megan Dodd presented to Council a pledge to help with the Christmas Toys of \$500 to the City of Orange Cove.

H. CITY COUNCIL COMMUNICATIONS

26. Discussion regarding NALEO Conference in New York, July 11-13, 2023
(Note: Registration opens in April).

Council would be interested in attending. City Clerk explained registration will open in April 2023

27. **SUBJECT:** Welcoming reception for new Mayor and Councilmember(s)

Recommendation: Provide staff with direction

Luncheon at the Orange Cove High School Cafeteria at 12pm January 7, 2023 with entertainment and food with Chucks BBQ.

I. CLOSED SESSION: A closed session is needed to discuss the following matters:

28. Conference with legal counsel—anticipated litigation: Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) - (3 cases).
29. Conference with Real Property Negotiator – pursuant to Government Code 54956.8:

Property: APN 378-200-22T and a portion of 378-200-84T
City Negotiator: Interim City Manager, Rudy Hernandez
Negotiating Parties: City of Orange Cove and Universal Properties
Under Negotiation: Price and Terms of Payment

30. Public Employee Performance Evaluation – pursuant to Government Code Section 54957(b)(1)

Title: City Manager

31. Public Employee Appointment – pursuant to Government Code 54957

Title: Assistant Finance Director

J. RECONVENE COUNCIL MEETING

Mayor Silva reconvened the City Council Meeting at 11:36 p.m. and 1 reportable item. Silva Gonzalez 5% out of class effective September 29, 2020 going forward.

K. ADJOURNMENT

Mayor Silva adjourned the City Council Meeting at 11:40 p.m.

Respectfully Submitted:

June V. Bracamontes, City Clerk

City of Orange Cove

REPORT.: Jan 18 23 Wednesday
 RUN....: Jan 19 23 Time: 15:36
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 12-22 thru 12-22 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049090	12/05/22	AFLAC	AFLAC	1729.02 1729.02 2037.50 -----	324357 690876 SEPT 2022	AFLAC INSURANCE PREMIUMS PAYABLE INVOICE #324357 AFLAC INSURANCE PREMIUMS PAYABLE INVOICE #690876 AFLAC INSURANCE PREMIUMS PAYABLE INVOICE #
			Check Total.....:	5495.54		
049091	12/05/22	AJ001	AJ'S BAKERY & DONUTS	765.00	12/02/22	CHRISTMAS TREE LIGHTING - PAN DULCE & HOT CHOCOLAT
049092	12/05/22	AMERI	AMERITAS LIFE INSURANCE C	665.00 665.00 665.00 -----	NOV 2022 OCT 2022 SEPT 2022	EMPLOYEE VISION INS. COVERAGE 11/01/22-11/30/22 EMPLOYEE VISION INS. COVERAGE 10/01/22-10/31/22 EMPLOYEE VISION INS COVERAGE 09/01/22-09/30/22
			Check Total.....:	1995.00		
049093	12/05/22	AMS01	AM SIGNAL, LLC	15753.00	M26869	SOLAR RADAR UNITS
049094	12/05/22	APV01	ARAMARK- ACCOUNTS RECEIVA	118.85 50.36 50.26 -----	258009387 580093832 580093908	JANITORIAL SUPPLIES FIRST AID SUPPLY & CAN LINERS MAT, BATH TISSUE & SOAP
			Check Total.....:	219.47		
049095	12/05/22	BLJ01	BRYANT L. JOLLEY	42000.00	11/02/22	PROFESSIONAL SERVICES
049096	12/05/22	BMI01	BADGER METER, INC	443.00	80112639	BADGER METER
049097	12/05/22	COC12	CITY OF ORANGE COVE	4871.43	113022	SUBSISTANCE PROGRAM- WATER UTILITIES
049098	12/05/22	DAP01	DODSON AUTO PARTS	22.59 30.14 23.74 187.17 83.12 35.62 16.16 -----	51499 51502 51520 51523 51530 51544 51547	FUEL HOSE FOR TRASH PUMP 6" OIL FILTER WRENCH FOR OIL CHANGE ON 6" PUMP WILMAR 18FLEX HANDLE MAG 1 GAN. DIESEL DORMAN FRONT RIGHT ASSEMBLY DE WALT 14 PC.DRILL SET TITAN FLAT/STANDARD EZ ARC SAW
			Check Total.....:	398.54		
049099	12/05/22	DHM01	D H MACHINE INC.	14.94	48438	CR ROUND 4FT
049100	12/05/22	EMD02	EMILY MEDINA-DELGADO	150.00	12/02/22	CHRISTMAS TREE LIGTING EVENT - BALLOON ARCH
049101	12/05/22	FGS01	FRUIT GROWERS SUPPLY CO	24.43 32.31 87.27 19.81 22.70 -----	92340360 92340941 92340976 92341060 92341327	BATTERY DURACELL BOOTS PULSAR PVC SIZE 11.0 HOSE LAYFLAT PVC BOOTS PUSAR SPRINKLER FOR DUST CONTROL-PIN FOR HITCH ON RAM250 COUPLER & CLAMP HOSE

REPORT.: Jan 18 23 Wednesday
 RUN....: Jan 18 23 Time: 15:36
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 12-22 thru 12-22 Bank Account.: 1010

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049101	12/05/22	FGS01	FRUIT GROWERS SUPPLY CO	44.07	92341702	SPRINKLER IMPACT, NIPPLE PVC
				10.86	92342221	PLUG FLOW, ADAPTER & CAP PVC THREADED
				82.73	92342257	WORK SUPPLIES TO READ WATER METER (JOSEPH)
				45.08	92342258	WORK SUPPLYS TO READ WATER METERS
				48.66	92342330	LOCK MASTER 1-KA KEYED ALIKE
				20.60	92342344	STRAINER, ADHESIVE&GLOVE DRIVER
				49.82	92342583	PEST BAIT-GREASE FOR TRACTOR
				34.95	92342595	STAPLE 1/2 TACKER PROFESSIONAL
				3.37	92343170	TUBE FEEDER, EMITTER ADAPTER&SHRUB
				5.27	92343212	TUBE FEEDER, ADAPTER EMITTER&SHRUB
				20.58	92343288	TAPE CAUTION BARACADE
			Check Total.....:	552.51		
049102	12/05/22	FOOC2	FOOTHILL AUTO TRUCK & AG	75.57	919036	HEADLAMP FOR RAW PIT CLEANING
				5.38	919497	ELECTRICAL TAPE
				450.66	919566	TOOLS FOR WATER TREATMENT PLANT
				197.04	919671	2 YR WARRANTY BATTERY & CORE DEPOSIT
				.00	919674	2 YR WATY BATTERY & CORE DEPOSIT
				51.78	919718	MASTER LOCK - EVENTS COMMITTEE CTRAIN
			Check Total.....:	780.43		
049103	12/05/22	FWGA1	FRIANT WATER AUTHORITY	2238.00	115877	MONTHLY SHARE OF FKC ROUTINE OM&R COST
				730.43	115903	SLDMWA EX. CONTRACTORS COST EST. SEPT 2022
			Check Total.....:	2968.43		
049104	12/05/22	GAR97	GABRIEL GARCIA	1500.00	112822	SUBSISTENCE PROG.-MORT. RENTAL FY 22-23
049105	12/05/22	GAR98	VIRGINIA GARCIA	1650.00	112822	SUBSISTENCE PRO.-MORT. RENTAL FY22-23
049106	12/05/22	GCG01	GOODWIN CONSULTING GROUP,	2800.00	12185	ORANGE COVE PARCEL TAX - ANNUAL TAX ADMINISTRATION
049107	12/05/22	GRA01	GRAINGER	161.38	949233087	FLOW CONTROL ELBOW ACORN
049108	12/05/22	GWL01	GRISWOLD LASALLE	6207.12	24375	LEGAL SERVICES
049109	12/05/22	HES01	HOLLOWAY ENVIROMENTAL SOL	10800.00	10800.00	PLANT BIO SOLIDS REMOVAL
049110	12/05/22	IIM01	INTERNATIONAL INSTITUTE OF	210.00	ID15248	DUE/SUBSCRIPTION ADMINISTR
049111	12/05/22	JDFG0	JD FOOD	3890.68	2734845	thanksgiving Dinner
049112	12/05/22	LIE01	LIEBERT CASSIDY WHITMORE	5988.00	226371	LEGAL SERVICES RENDERED THROUGH SEPTEMBER 30,2022
049113	12/05/22	LOP50	LOPEZ, MARTINEZ SYLVIA	27.18	11142022	DINNER- SHOPPING FOR ANNUAL THANKSGIVING DINNER

REPORT.: Jan 18 23 Wednesday
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Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
049114	12/05/22	LOP99	IGNACIO LOPEZ	1000.00	112802	SUBSISTENCE PROG.-MORT. RENTAL FY 22-23
049115	12/05/22	LOS99	LOS ARBOLES APARTMENTS	813.00	112822	SUBSISTENCE PRO.-MORT. RENTAL FY22-23
049116	12/05/22	MER00	MERCADO, RICARDO	.00	301y	Ck# 049932->049915 Replacement
				195.00	302	PROFESSIONAL SERVICES - ORANGE COVE BUDGET UPDATES
				-195.00	302u	Ck# 049116 Reversed
				195.00	302y	Ck# 049116->049116 Replacement
			Check Total.....:	195.00		
049117	12/05/22	NBS01	NBS GOVERNMENT FINANCE	1243.00	2209-1966	DIST. ADMIN. BONDED ASSESSMENT
				-1243.00	2209-1966u	Ck# 049117 Reversed
				1243.00	2209-1966y	Ck# 049117->049117 Replacement
			Check Total.....:	1243.00		
049118	12/05/22	NTU01	NTU TECHNOLOGIES INC	4933.69	12158	CHEMICAL FOR THE WATER TREATMENT PLANT 301
				-4933.69	12158u	Ck# 049118 Reversed
				4933.69	12158y	Ck# 049118->049118 Replacement
			Check Total.....:	4933.69		
049119	12/05/22	OCTS1	ORANGE COVE TIRE SERVICE	42.00	28919	DOG FOOD-SHELTER
				-42.00	28919u	Ck# 049119 Reversed
				42.00	28919y	Ck# 049119->049119 Replacement
				75.47	28932	OIL CHANGE UNIT 2008
				-75.47	28932u	Ck# 049119 Reversed
				75.47	28932y	Ck# 049119->049119 Replacement
			Check Total.....:	117.47		
049120	12/05/22	PGE22	PG&E	1007.87	113022	SUBSISTANCE PROGRAM-PG&E FY 2022-2023
				-1007.87	113022u	Ck# 049120 Reversed
				1007.87	113022y	Ck# 049120->049120 Replacement
			Check Total.....:	1007.87		
049121	12/05/22	SUP03	SUPERIOR POOL PRODUCTS LL	1857.49	Q2021253	CHLORINE FOR WTP
				-1857.49	Q2021253u	Ck# 049121 Reversed
				1857.49	Q2021253y	Ck# 049121->049121 Replacement
			Check Total.....:	1857.49		
049122	12/05/22	TIRE1	TIRE HUB, LLC	839.51	23028744	GOODYEAR EAGLE RS POLICE TIRES (#5)
				-839.51	23028744u	Ck# 049122 Reversed
				839.51	23028744y	Ck# 049122->049122 Replacement

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Check Total.....:				839.51		
049123	12/05/22	UNITY	UNITY IT	13894.01	364646	PHONE SERVICES & COMMUNICATIONS
				-13894.01	364646u	Ck# 049123 Reversed
				13894.01	364646y	Ck# 049123->049123 Replacement
Check Total.....:				13894.01		
049124	12/05/22	USB01	U.S. BANK	7180.95	111022	OCTOBER CREDIT CARD USB01
				-7180.95	111022u	Ck# 049124 Reversed
				7180.95	111022y	Ck# 049124->049124 Replacement
Check Total.....:				7180.95		
049125	12/05/22	VOR01	VORTAL, INC	225.00	1703	PROFESSIONAL SERVICES
				-225.00	1703u	Ck# 049125 Reversed
				225.00	1703y	Ck# 049125->049125 Replacement
Check Total.....:				225.00		
049126	12/05/22	WIL16	WILLDAN	9647.50	00336866	PROFESSIONAL SERVICES RENDERED 09/30/22 BUILD INSP
				-9647.50	00336866u	Ck# 049126 Reversed
				9647.50	00336866y	Ck# 049126->049126 Replacement
Check Total.....:				9647.50		
049127	12/07/22	A&M22	ABDON SALDANA	2500.00	1205	SMALL BUSINESS GRANT PROGRAM - FY 22-23
				-2500.00	1205u	Ck# 049127 Reversed
				2500.00	1205y	Ck# 049127->049127 Replacement
Check Total.....:				2500.00		
049128	12/07/22	AGU51	AGUSTINA GARCIA	2500.00	120522	SMALL BUSINESS GRANT PROGRAM - FY 22-23
				-2500.00	120522u	Ck# 049128 Reversed
				2500.00	120522y	Ck# 049128->049128 Replacement
Check Total.....:				2500.00		
049129	12/07/22	AMV01	ALFREDO MARTINEZ VILLA	2500.00	1205	SMALL BUSINESS GRANT PROGRAM FY 22-23
				-2500.00	1205u	Ck# 049129 Reversed
				2500.00	1205y	Ck# 049129->049129 Replacement
Check Total.....:				2500.00		
049130	12/07/22	BAC03	BRYANS AUTO CENTER	2500.00	120522	SMALL BUSINESS GRANT PROGRAM -FY 22-23
				-2500.00	120522u	Ck# 049130 Reversed

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049130	12/07/22	BAC03	BRYANS AUTO CENTER	2500.00	120522y	Ck# 049130->049130 Replacement
			Check Total.....:	2500.00		
049131	12/07/22	BK&S1	BARTKIEWICZ, KRONICK & SH	126.00	090822	PROFESSIONAL SERVICES
				-126.00	090822u	Ck# 049131 Reversed
				-126.00	090822u	Ck# 049131 Reversed
				126.00	090822u	Ck# 049131 Reversed
				-126.00	090822u	Ck# 049131 Reversed
				126.00	090822y	Ck# 049131->049131 Replacement
			Check Total.....:	.00		
049132	12/07/22	CHU22	ROMMEL CHUA	2500.00	120522	SMALL BUSINESS GRANT PROGRAM -FY 22-23
				-2500.00	120522u	Ck# 049132 Reversed
				2500.00	120522y	Ck# 049132->049132 Replacement
			Check Total.....:	2500.00		
049133	12/07/22	CWS01	CORBYN WILLITS SYSTEM	2025.00	000C21130	PROFESSIONAL SRVICES
				-2025.00	000C21130u	Ck# 049133 Reversed
				2025.00	000C21130y	Ck# 049133->049133 Replacement
				957.24	00C211151	PROFESSIONAL SERVICES
				-957.24	00C211151u	Ck# 049133 Reversed
				957.24	00C211151y	Ck# 049133->049133 Replacement
			Check Total.....:	2982.24		
049134	12/07/22	DIA22	ANGELA DIAZ - CABANAS RES	2500.00	120522	SMALL BUSINESS GRANT PROGRAM -FY 22-23
049135	12/07/22	GUE22	YOLANDA GUERRA	2500.00	120522	SMALL BUSINESS GRANT PROGRAM- FY 22-23
				-2500.00	120522u	Ck# 049135 Reversed
				2500.00	120522y	Ck# 049135->049135 Replacement
			Check Total.....:	2500.00		
049136	12/07/22	JUA22	KARLA VICTORIA ACEVEDO JU	2500.00	120522	SMALL BUSINESS GRANT PROGRAM -FY 22-23
				-2500.00	120522u	Ck# 049136 Reversed
				2500.00	120522y	Ck# 049136->049136 Replacement
			Check Total.....:	2500.00		
049137	12/07/22	LIZ22	GABRIEL LIZAOLA	2500.00	120522	SMALL BUSINESS GRANT PROGRAM FY 22-23
				-2500.00	120522u	Ck# 049137 Reversed
				2500.00	120522y	Ck# 049137->049137 Replacement
			Check Total.....:	2500.00		
049138	12/07/22	LTS01	LOPEZ TIRE SHOP	2500.00	120522	SMALL BUSINESS GRANT PROGRAM -FY 22-23

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049138	12/07/22	LTS01	LOPEZ TIRE SHOP	-2500.00 2500.00	120522u 120522y	Ck# 049138 Reversed Ck# 049138->049138 Replacement
			Check Total.....:	2500.00		
049139	12/07/22	MON22	LUCIA RODRIGUEZ	2500.00 -2500.00 2500.00	120522 120522u 120522y	SMALL BUSINESS GRANT PROGRAM-FY 22-23 Ck# 049139 Reversed Ck# 049139->049139 Replacement
			Check Total.....:	2500.00		
049140	12/07/22	OSC00	OSCAR J. GARCIA C.P.A	173.20 -173.20 173.20 3063.42 -3063.42 3063.42 1596.48 -1596.48 1596.48	12/10/22 12/10/22u 12/10/22y DEC 2022 DEC 2022u DEC 2022y DEC. 2022 DEC. 2022u DEC. 2022y	SECURED PROPERTY TAXES PARCEL TAX #375-030-50 Ck# 049140 Reversed Ck# 049140->049140 Replacement SECURED PROPERTY TAXES PARCEL TAX #378-021-03S Ck# 049140 Reversed Ck# 049140->049140 Replacement SECURED PROPERTY TAXES PARCEL TAX# 378-021-06 Ck# 049140 Reversed Ck# 049140->049140 Replacement
			Check Total.....:	4833.10		
049141	12/07/22	QUI05	QUILL CORPORATION	37.78 -37.78 37.78 176.80 -176.80 176.80 225.17 -225.17 225.17	29103116 29103116u 29103116y 29107926 29107926u 29107926y 29114049 29114049u 29114049y	OFFICE SUPPLIES-WASTE WATER JOE E. Ck# 049141 Reversed Ck# 049141->049141 Replacement OFFICE SUPPLIES - CITY HALL Ck# 049141 Reversed Ck# 049141->049141 Replacement OFFICE SUPPLIES- CITY HALL Ck# 049141 Reversed Ck# 049141->049141 Replacement
			Check Total.....:	439.75		
049142	12/07/22	RIO22	GABRIEL RIOS	2500.00 -2500.00 2500.00	120522 120522u 120522y	SMALL BUSINESS GRANT PROGRAM - FY 22-23 Ck# 049142 Reversed Ck# 049142->049142 Replacement
			Check Total.....:	2500.00		
049143	12/07/22	STU22	YOLANDA GUERRA	2500.00 -2500.00 2500.00	120522 120522u 120522y	SMALL BUSINESS GRANT PORGRAM- FY 22-23 Ck# 049143 Reversed Ck# 049143->049143 Replacement
			Check Total.....:	2500.00		
049144	12/07/22	T&J01	VALLEY GAS	2311.93	NOV 2022	GASOLINE FOR POLICE UNITS

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049144	12/07/22	T&J01	VALLEY GAS	-2311.93 2311.93	NOV 2022u NOV 2022y	Ck# 049144 Reversed Ck# 049144->049144 Replacement
			Check Total.....:	2311.93		
049145	12/07/22	TGC02	THE GAS COMPANY	253.47 -253.47 253.47	120222 120222u 120222y	UTILITIES VPL Ck# 049145 Reversed Ck# 049145->049145 Replacement
			Check Total.....:	253.47		
049146	12/07/22	TII01	TELSTAR INSTRUMENTS INC	1038.00 -1038.00 1038.00	114322 114322u 114322y	TROUBLESHOOT PLANT B, PLANT B NOT PRODUCE OVER Ck# 049146 Reversed Ck# 049146->049146 Replacement
			Check Total.....:	1038.00		
049147	12/07/22	WIL16	WILLDAN	8160.00 -8160.00 8160.00 .00	0033699 0033699u 0033699y 00336866y	PROFESSIONAL SERVICES-CARL LOCKRIDGE Ck# 049147 Reversed Ck# 049147->049147 Replacement Ck# 049126->049126 Replacement
			Check Total.....:	8160.00		
049148	12/08/22	DG001	DIANA GUERRA SILVA	1271.69 705.91	12-08-22 12/08/22	MEDICAL REIMBURSEMENT MEDICAL REIMBURSEMENT
			Check Total.....:	1977.60		
049149	12/08/22	RR001	ROY RODRIGUEZ	215.35	12/08/22	MEDICAL REIMBURSEMENT
049150	12/12/22	APV01	ARAMARK- ACCOUNTS RECEIVA	154.95	580104596	JANITORIAL SUPPLIES AND SERVICES
049151	12/12/22	ATT05	AT & T	133.38 602.16	18970335 18970418	AT&T LD/SO COUNTY 9391062194/OCT AT&T LD 9391066128/OCT
			Check Total.....:	735.54		
049152	12/12/22	BPS01	BPS TACTICAL INC	.00 593.07 598.46 560.67 571.47 566.07 587.67	111722 22045140 22045141 22045143 22045144 22045145 220451542	CLOTH/SUPPLIES POLICE DEP MARTINEZ CLOTH/SUPPLIES POLICE DEP MARTINEZ CLOTH/SUPPLIES POLICE DEP DIAZ CLOTH/SUPPLIES POLICE DEP AGUILAR CLOTH/SUPPLIES POLICE DEP MONTEMAYOR CLOTH/SUPPLIES POLICE DEP KNOY CLOTH/SUPPLIES POLICE DEP
			Check Total.....:	3477.41		
049153	12/12/22	COOK1	COOK'S COMMUNICATION	250.00	152393	UNIT 21-10 WAS SERVICED FOR PROGRAMMING

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049154	12/12/22	CP001	COVE PRINTING	79.15	61924	BUSINESS CARDS
049155	12/12/22	FCSFF	FRESNO COUNTY SHERIFF	557.94 12686.84	S020030 S020005	PRISONER PROCESSING SERVICES DISPATCH SERVICES RMS/JMS
			Check Total.....:	13244.78		
049156	12/12/22	FGS01	FRUIT GROWERS SUPPLY CO	52.13 29.57	92346209 92348002	SHELTER SUPPLIES ANIMAL CONTROL RAKE
			Check Total.....:	81.70		
049157	12/12/22	FR0N1	FRONTIER	241.20	110722	BASIC CHARGES /NON-BASIC CHARGES
049158	12/12/22	FRP02	FLAT ROOF PROS	9287.00	0005	COMMUNITY CENTER ROOF REPAIRS, RETENTION PAYMENT
049159	12/12/22	G&A01	GIERSCH & ASSOCIATES INCO	840.00 195.00 1402.00 200.00 200.00 707.00 120.00 840.00 570.00 237.50 771.67 3162.34 518.66 400.00 4700.84 200.00 234.66 1552.66 3236.99 116.00 2489.99	1022-3353 1022-3354 1022-3355 1022-3356 1022-3357 1022-3358 1022-3359 1022-3360 1022-3361 1022-3552 1122-3368 1122-3369 1122-3370 1122-3371 1122-3372 1122-3373 1122-3374 1122-3375 1122-3376 1122-3377 1122-3378	ENGINEERING SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICEST ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENGINEERING SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES ENG. SERVICES
			Check Total.....:	22695.31		
049160	12/12/22	LS001	LEE'S SERVICE	99.95	1079803	UNIT 15-02 ALIGNMENT
049161	12/12/22	METRO	METRO UNIFORM	608.22 1003.27 430.89 326.84 44.37	252620 254399 254543 254903 255705	UNIFORM ALLOWANCE-J. PENA UNIFORM ALLOWANCE OFC. CAZARES UNIFORM ALLOWANCE OFC. BARRAGAN UNIFORM ALLOANCE ACO REYES UNIFORM ALLOWANCE SGT. PUGA

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Check Total.....:				2413.59		
049162	12/12/22	OCTSI	ORANGE COVE TIRE SERVICE	.00	28919y	Ck# 049119->049119 Replacement
				.00	28932y	Ck# 049119->049119 Replacement
				75.47	28951	UNIT 15-05 OIL CHANGE
				84.00	28964	ANIMAL CONTROL DEPT.
				1061.64	28977	UNIT 15-02
				84.00	28985	ANIMAL CONTROL DOG FOOD
				15.00	28994	UNIT 19-07 TIRE REPAIR
Check Total.....:				1320.11		
049163	12/12/22	PGE01	PG & E	168.73	101022	UTILITIES ALL DEPT.
				47.89	102022	UTILITIES ALL DEPT.
				10940.20	111522	UTILITIES ALL DEPTS.
				14274.96	10142022	UTILITIES ALL DEPT.
				749.85	11042022	UTILITIES ALL ACCTS.
				804.19	11282022	UTILITIES ALL ACCTS.
Check Total.....:				26984.82		
049164	12/12/22	QUI05	QUILL CORPORATION	181.94	28878527	OFFICE SUPPLIES
				.00	29103116y	Ck# 049141->049141 Replacement
				.00	29107926y	Ck# 049141->049141 Replacement
				.00	29114049y	Ck# 049141->049141 Replacement
Check Total.....:				181.94		
049165	12/12/22	REY22	JANETH REYNOSA	2500.00	120522	SMALL BUSINESS GRANT PROGRAM FY 22-23
049166	12/12/22	SHR02	SHRED-IT, C/O STERICYCLE,	40.00	002317007	SHREDDING SERVICE
				40.00	002517679	SHREDDING SERVICE
				40.00	002716325	SHREDDING SERVICE
				65.31	002754694	SHREDDING SERVICES
				53.00	002913490	SHREDDING SERVICES
				288.93	999999999	SHREDDING SERVICES
Check Total.....:				527.24		
049167	12/12/22	SIL33	DORA SILVA	41.13	12/03/22	MILEAGE REIMBURSEMENT - CANDY CANES PURCHASE
049168	12/12/22	SOU02	SOUTH COUNTY VETERINARY H	47.00	265937	ANIMAL CONTROL DEPT. SHEP MIX-HAZ WASTE DIS. FEE
				47.00	266767	ANIMAL CONTROL DEPT.
Check Total.....:				94.00		
049169	12/12/22	USBK1	US BANK	1210.00	6670076	AGENCY BOND SERIES 2014 ACCT#211611000

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049170	12/12/22	VPL01	VICTOR P LOPEZ	12.35 5.71 4.26	110222 111622 120922	MEDICAL REIMBURSEMENT MEDICAL REIMBURSEMENT - MEDICATION MEDICAL REIMBURSEMENT MEDICATION
Check Total.....:				22.22		
049171	12/12/22	MLS02	MORRIS LEVIN & SON CONTRA	72000.00	080322	REPLACEMENT OF EXISTING GALVANIZED WATER LINE
049172	12/13/22	PAT07	ENCARNACION PATLAN	43.88	12/12/22	MILEAGE REIMBURSEMENT
049173	12/14/22	ALH01	SPARKLETTES	324.71	43-120122	WATER SRVICES AND EQUIP.
049174	12/14/22	ATT05	AT & T	111.64 74.19 106.29 100.94	139264077 139264085 139283827 155751746	COMMUNICATION & UVERSE COMMUNICATION & UVERSE COMMUNICATION & UVERSE COMMUNICATION & UVERSE
Check Total.....:				393.06		
049175	12/14/22	COL08	COLBERN COMMUNICATIONS	747.00	1405	LABOR HOURS
049176	12/14/22	PUR01	PURCHASE POWER	217.51	105813752	LEASING CHARGES PERIOD SPET. 30TH-DEC. 29 2022
049177	12/14/22	QUI05	QUILL CORPORATION	90.68	29330636	OFFICE SUPPLIES-CITY HALL
049178	12/14/22	RP001	ROBERSON PLUMBING	125.00 74.68	11909 11910	URINAL STOPPAGE - POLICE DEPT. URINAL REPAIR KIT-CITY PARK
Check Total.....:				199.68		
049179	12/14/22	RSG01	ROSENOW SPEVACEK GROUP	200.00 1941.25	I009570 I009594	RSG2974-SB 341 ANNUAL REPORT 21-22 RSG3026 FY 22/23 ADMIN. SERVICES
Check Total.....:				2141.25		
049180	12/14/22	SELF1	SELF-HELP ENTERPRISES	36994.61 2500.00	10 110122	RESIDENTIAL ASST. -CDBG -CV1 MARCH 1-30 2022 2022 PLHA APPLICATION PREPARATION
Check Total.....:				39494.61		
049181	12/14/22	TGC02	THE GAS COMPANY	.00 95.38 200.29 195.34 137.61 564.18	120222y 041484008 181495976 581484007 681484001 871480003	Ck# 049145->049145 Replacement UTILITIES ADMINISTRATION UTILITIES ADMINISTRATION UTILITIES ADMINISTRATION UTILITIES ADMINISTRATION UTILITIES ADMINISTRATION
Check Total.....:				1192.80		
049182	12/14/22	UWB01	UNWIRED BROADBAND	249.99	01506505	COMMUNICATION

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049183	12/14/22	LIE01	LIEBERT CASSIDY WHITMORE	4459.00	226757	LEGAL SERVICES REGARDING POLICE DEPT.
049184	12/14/22	VPL01	VICTOR P LOPEZ	177.23	121422	MEDICAL REIM. COPAY
049185	12/16/22	JWN01	JARIBU W. NELSON, CPA	3750.00	12152022	PREPARATION OF JUNE 30, 2022 AUDITED FINACIAL
049186	12/21/22	AMERI	AMERITAS LIFE INSURANCE C	682.04 840.76	083122 123122	COVERAGE 8/01/22-8/31/22 COVERAGE 12/01/22-12/31/22
Check Total.....:				1522.80		
049187	12/21/22	APV01	ARAMARK- ACCOUNTS RECEIWA	52.34 56.38 58.51 56.38 58.51 50.26 58.51 71.48 56.38 55.07 50.36 53.98	25109253 80083137 80097440 80097478 80100862 80100940 80104497 80104509 80104558 80104619 80111517 80111631	DENIM JEAN SERVICE JANITORIAL SUPPLIES @ WTP SERVICE JANITORIAL SUPPLIES @WTP RENTAL AND SUPPLIES janitorial supplies @WTP RENTALS AND SUPPLIES SERVICE RENTAL AND SUPPLIES TOILETRIES AND SUPPLIES TOILETRIES AND SUPPLIES
Check Total.....:				678.16		
049188	12/21/22	BAR26	BARRAGAN, ANDRES	74.97	12202022	PERISHABLE SKILLS TRAINING 12/6-12/9/22
049189	12/21/22	BES05	BEST UNIFORMS	33.56	43184	CLOTH/SUPPLIES POLICE DEP
049190	12/21/22	BSK01	BSK ASSOCIATES	861.50 1904.00	AF31175 AF31176	WATER SAMPLES FOR WTP SAMPLE SERVICE
Check Total.....:				2765.50		
049191	12/21/22	CAR02	CARTOZIAN AIR CONDITIONIN	285.71 285.71 285.74 285.71 142.83 285.71 285.71 142.88	18619 18620 18621 18626 18627 18628 18629 18627-2	BLDG. MAINT. WATER PLANT BLDG. MAINT. SENIOR CENTER BLDG. MAINT. CITY HALL BLDG. MAINT. WASTE WATER PLANT BLDG. MAINT. POLICE DEPT. BLDG. MAINT. COMMUNITY CENTER BLDG. MAINT. JULIA LOPEZ DAYCARE BLDG. MAINT. FIRE STATION
Check Total.....:				2000.00		
049192	12/21/22	CMM01	CITRUS MINI-MART	3394.85	1246	GAS,OIL, & LUBE POLICE DE

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049193	12/21/22	CSO01	COLLEGE OF THE SEQUEOIAS P	540.00 1920.00	11172022 12142022	FIRST AID CPR AED PERISHABLE SKILLS #3
Check Total.....:				2460.00		
049194	12/21/22	DAF01	DODSON AUTO PARTS	15.10 23.74 32.23 21.35 32.36 32.38 3.22 157.54	51552 51553 51571 51580 51591 51594 51595 51597	EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK EQUIP. MAINT. PUBLIC WORK
Check Total.....:				317.92		
049195	12/21/22	DHM01	D H MACHINE INC.	1.23	FC4393	FINANCE CHARGES AND OVERDUE BAL.
049196	12/21/22	EH02	EDWARD HERNANDEZ	67.35	12202022	PERISHABLE SKILLS TRAINING 12/6-12/9/22
049197	12/21/22	FGS01	FRUIT GROWERS SUPPLY CO	24.66 17.45 71.15 31.95 16.80 20.35 13.73	92343549 92344145 92345471 92345624 92345729 92346212 92346978	GLOVE NITRILE BLUE PICKER UPPER TOOL, WASHER HOSE GLOVES GLOVES LINED XL OUTLET ELECTRICAL COUPLER QUICK PP BARB RAKE 24" FOR WTP
Check Total.....:				196.09		
049198	12/21/22	FOO02	FOOTHILL AUTO TRUCK & AG	65.12 84.21 52.12 21.79 112.24 64.75 8.10 54.37 12.19 5.40	920201 920280 920507 920582 920634 920665 920758 920847 921073 921075	PROPANE FUEL CABLE TIE PROPANE FUEL TO OPERATE MANLIFT FOR XMAS TREE CABLE TIES INVERTERS BLUE SERVICE TOOL FOR EVENTS COMMITTEE HORN SINGLE SIDE KEY WIRE ROPE CLIP & CABLE TIE MED. GRA QUICK PEN
Check Total.....:				480.29		
049199	12/21/22	FWUA1	FRIANT WATER AUTHORITY	10455.00	115943	MONTHLY SHARE FY2023 QTR2
049200	12/21/22	JC001	JORGENSEN CO.	1052.38	6038344	SAFETY PLAN, IIPP MANUEL-CAL OSHA
049201	12/21/22	JWN01	JARIBU W. NELSON, CPA	3750.00	2-2152022	2ND PAYMENT FOR INV. 12152022 PREP. AUDIT 6/21

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049202	12/21/22	LEG02	PORAC LEGAL DEFENSE FUND	586.95	697361	POA LEGAL DEFENSE FUND
049203	12/21/22	LOP50	LOPEZ, MARTINEZ SYLVIA	150.00	120922	REIMBURSEMENT FOR WORK JACKET
049204	12/21/22	MEX02	LA MEXICANA TORTILLERIA	180.00	12192022	SENIOR LUNCH
049205	12/21/22	MVES1	MOUNTAIN VALLEY ENVIRONME	5375.00	3921	2022 CHIEF PLANT OPERATOR SERVICES
049206	12/21/22	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	9286	MONTHLY RODENT CONTROL
049207	12/21/22	OCTS1	ORANGE COVE TIRE SERVICE	518.62 50.00 402.00	28915 28959 28986	VEHICLE LT245 TRUCK TIRE REPAIRS VEHICLE TOWMAX 205
Check Total.....:				970.62		
049208	12/21/22	PAL22	LAURAS PALOS	2500.00	12202022	SMALL BUSINESS GRANT FY 22-23
049209	12/21/22	PAR33	PARAMOUNT PEST SERVICES	365.00	221100322	PEST CONTROL- SPRAY OUTSIDE BUILDING
049210	12/21/22	PAT07	ENCARNACION PATLAN	96.88	12202022	MILEAGE REIMBURSEMENT
049211	12/21/22	PER23	EDDIE PEREZ	112.06	121122	REIMBURSEMENT FOR WORK JACKET
049212	12/21/22	PGE01	PG & E	1954.88 209.14 752.95 119.74 79.08 22.43 722.97 104.30 58.88 4797.38 1343.64 623.38 47051.00 962.86 234.00 53890.12 2491.20 10136.27 338.82 22.43 2978.86	006305835 022348874 108770056 143856752 154241500 173070906 230254667 283742109 290100414 361874197 403730135 407028096 589639198 611799181 646921305 661394222 671589380 672962289 739489541 922972631 929380165	ALL ACCOUNTS UTILITIES UTILITIES ALL DEPTS
Check Total.....:				128894.33		
049213	12/21/22	PUG01	PUGA, JOSE	67.95	12202022	PERISHABLE SKILLS TRAINING 12/6-12/9/22

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CITY OF ORANGE COVE
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049214	12/21/22	RCTC1	TIGER CAFE	510.63	30423	XMAS LUNCHEON - CITY EMP.
049215	12/21/22	RPS01	ROD'S PAINT & BODY	16971.25	2075928E	REMOVE AND REPLACE CAB FOR 2019 RAM 3500 CAB
049216	12/21/22	SAN22	SUSANA SANCHEZ	2500.00	12202022	SMALL BUSINESS GRANT FY 22-23
049217	12/21/22	SEQ05	SEQUOIA EQUIPMENT CO, IN	2297.45	001122873	REPLACE FRONT WINDSHIELD & REPLACE SMALL RIGHT
049218	12/21/22	SIL33	DORA SILVA	61.38	12202022	MILEAGE REIM. COSTCO XMAS LUNCHEON
049219	12/21/22	SOT06	IRMA SOTO	69.96	12202022	PERISHABLE SKILLS TRAINING 12/6-12/9/22
049220	12/21/22	TFI01	TINO FENCE, INC.	3975.00	3445	FENCE REPAIR AT ANIMAL SHELTER
049221	12/21/22	TII01	TELSTAR INSTRUMENTS INC	.00 1937.00	114322y 114552	Ck# 049146->049146 Replacement TROUBLESHOOT ISSUES WITH PLANT B FLOW
			Check Total.....:	1937.00		
049222	12/21/22	WEE01	W&E ELECTRIC	265.88 306.40	1018485 2211073	HID LAMP CED CITY HALL MATERIAL
			Check Total.....:	572.28		
049223	12/29/22	ANGE1	ERIKA PENA	2500.00 .00	122822 12/03/20y	SMALL BUSINESS GRANT FY 2022-2023 Ck# 046616->046585 Replacement
			Check Total.....:	2500.00		
049224	12/28/22	APV01	ARAMARK- ACCOUNTS RECEIVA	154.95	580111612	JANITORIAL SUPPLIES FOR PD INV #2580111612
049225	12/28/22	ATTM1	AT&T MOBILITY	986.18	X11192022	COMMUNICATION MOBILE INV #287287201576X11192022
049226	12/28/22	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	30640660	NOVEMBER 2022 PROPERTY DETAIL REPORTS
049227	12/28/22	COL07	COLANTUONO, HIGHSMITH & W	108.22	53935	LEGAL SERVICES INVOICE #53935
049228	12/28/22	CVC02	CVC - MSA	100.00	122022	MEMBERSHIP APP FOR PUBLIC WORKS 3 EMPLOYEES
049229	12/29/22	ESC22	AMCAL VILLA ESCONDIDO FUN	909.00	12-20-22	SUBSISTANCE MORTGAGE/RENTAL PROGRAM FY 2022-2023
049230	12/28/22	FOO02	FOOTHILL AUTO TRUCK & AG	38.30	920877	EQUIPMENT FOR WASHING PD UNITS BRUSH, SOAP, HANDLE
049231	12/28/22	HWS01	HEALTHWISE SERVICES, LLC	230.34	000138002	KIOSK LEASE FEE/33 GALLON SHARPS KIOSK #0000138002
049232	12/28/22	JC001	JORGENSEN CO.	161.60	6037736	FIRE EXTINGUISHER MAINTENANCE INV #6037736
049233	12/28/22	LYN01	LYNN PEAVEY COMPANY	419.77	395711	WHITE/BLACK COMB KIT CLEAR/TAPE SK

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049234	12/28/22	M&A22	M & A MARKET	2500.00	12-28-22	SMALL BUSINESS GRANT FY 2022-2023
049235	12/28/22	OCS22	JORGE ALEX ENRIQUEZ	2500.00	12223022	SMALL BUSINESS GRANT PROGRAM-FY 2022-2023
049236	12/28/22	PD001	PENA'S DISPOSAL	40991.60	NOV 2022	DISPOSAL SERVICES NOVEMBER 2022
049237	12/29/22	PG&E22	PG&E	.00	113022y	Ck# 049120->049120 Replacement
				3238.57	12212022	SUBSISTANCE PROGRAM-PG&E FY 2022-2023
			Check Total.....:	3238.57		
049238	12/28/22	QUI05	QUILL CORPORATION	230.20	27154690	OFFICE SUPPLIES FOR CITY HALL INV #27154690
				113.34	27155162	OFFICE SUPPLIES FOR CITY HALL INV #27155162
				55.90	27466245	OFFICE SUPPLIES FOR CITY HALL INV #27466245
				313.72	27468629	OFFICE SUPPLIES FOR CITY HALL INV #27468629
			Check Total.....:	713.16		
049239	12/28/22	RAB01	RICHARD A. BLAK, PhD	900.00	11-23-22	FITNESS FOR DUTY EVALUATION PUGA
				900.00	11-29-22	FITNESS FOR DUTY EVALUATION AGUILAR
			Check Total.....:	1800.00		
049240	12/28/22	ROS22	GUSTAVO ROSAS	1200.00	12202022	SUBSISTANCE MORTGAGE/RENTAL PROGRAM FY 22-23
049241	12/28/22	SEB01	SEBASTIAN	705.95	10732614	ALARM MONITORING FOR ALL DEPTS. INV #10732614
049242	12/28/22	SWRCB	SWRCB	3453.00	WD0216365	ANNUAL PERMIT FEE INV #WD-0216365
				41063.00	WD0216403	ANNUAL PERMIT FEE INV #WD-0216403
			Check Total.....:	44516.00		
049243	12/28/22	VER22	VALLE VERDE-1911	974.00	12/20/22	SUBSISTANCE MORTGAGE/RENTAL PROGRAM FY 2022-2023
049244	12/29/22	BOU02	MUEBLERIA & BOUTIQUE TERE	2500.00	12/28/22	SMALL BUSINESS GRANT FY 2022-2023
049245	12/29/22	BOU22	BOULEVARD HAIRSTYLING	2500.00	12282022	SMALL BUSINESS GRANT FY 2022-2023
049246	12/29/22	ELM22	EL MIXTECO ICE	2500.00	122822	SMALL BUSINESS GRANT FY 2022-2023
049247	12/29/22	FLO22	FLORES HERBALARIA	2500.00	12-28-22	SMALL BUSINESS GRANT FY 2022-2023
049248	12/29/22	UNI12	UNIQUE TOWING	2500.00	122922	SMALL BUSINESS GRANT FY 2022-2023
049249	12/29/22	QUI05	QUILL CORPORATION	120.18	27465991	OFFICE SUPPLIES FOR PD INV #27465991
				30.74	27466267	OFFICE SUPPLIES FOR PD INV #27466267
				28.06	27496828	OFFICE SUPPLIES FOR PD INV #27496828

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Cash Disbursement Detail Report
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049249	12/29/22	QUI05	QUILL CORPORATION	64.76	27786432	OFFICE SUPPLIES FOR PD INV #27786432
Check Total.....:				243.74		
Cash Account Total.....:				734311.37		
Total Disbursements.....:				734311.37		

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CITY OF ORANGE COVE
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 12-22 thru 12-22 Bank Account.: 1010

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700967	12/16/22	CSD02	CALIFORNIA STATE DISBURSE	125.40	C21216	Garnishment
700968	12/16/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	2322.17 1073.79	C21216 1C21216	State Income Tax SDI
			Check Total.....:	3395.96		
700969	12/16/22	EDD02	EDD SUI	158.80	C21216	SUI
700970	12/16/22	PER00	CALIF.PUBLIC EMPLOYEES RE	17956.71	C21216	PERS PAYROLL REMITTANCE
700971	12/16/22	PER01	P.E.R.S. FOR THE 457	305.00	C21216	457 Plan
700972	12/16/22	SEC00	UNION BANK	8585.06 12104.34 3127.26	C21216 1C21216 2C21216	Federal Income Tax FICA Medicare
			Check Total.....:	23816.66		
700973	12/16/22	STA20	STATE DISBURSEMENT UNIT	1021.84 50.00	C21216 1C21216	Garnishment Misc Deduction
			Check Total.....:	1071.84		
700983	12/27/22	CSD02	CALIFORNIA STATE DISBURSE	125.40	C21227	Garnishment
700984	12/27/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	2409.79 1087.34	C21227 1C21227	State Income Tax SDI
			Check Total.....:	3497.13		
700985	12/27/22	EDD02	EDD SUI	119.80	C21227	SUI
700986	12/27/22	PER00	CALIF.PUBLIC EMPLOYEES RE	18351.83	C21227	PERS PAYROLL REMITTANCE
700987	12/27/22	PER01	P.E.R.S. FOR THE 457	305.00	C21227	457 Plan
700988	12/27/22	SEC00	UNION BANK	9070.78 12256.90 3158.18	C21227 1C21227 2C21227	Federal Income Tax FICA Medicare
			Check Total.....:	24485.86		
700989	12/27/22	STA20	STATE DISBURSEMENT UNIT	1007.53 50.00	C21227 1C21227	Garnishment Misc Deduction
			Check Total.....:	1057.53		
700993	12/30/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	314.11	C21230	State Income Tax

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RUN....: Jan 18 23 Time: 15:36
Run By.: Dora Silva

CITY OF ORANGE COVE
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 12-22 thru 12-22 Bank Account.: 1010

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700993	12/30/22	EED01	EMPLOYMENT DEVELOP. DEPT.	144.18	1C21230	SDI
			Check Total.....:	458.29		
700994	12/30/22	SEC00	UNION BANK	805.82	C21230	Federal Income Tax
				1625.22	1C21230	FICA
				380.10	2C21230	Medicare
			Check Total.....:	2911.14		
700995	12/30/22	IUG00	IUOE LOCAL 39	756.73	C21231	Union Due Local 39
700996	12/30/22	PER03	PERS HEALTH INSURANCE	56989.87	C21231	MEDICAL INSURANCE
700997	12/30/22	TRA08	TRANSAMERICA EMPLOYEE BEN	609.00	C21231	Life Insurance Trans
			Cash Account Total.....:	156396.95		
			Total Disbursements.....:	156396.95		



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Michael Giersch, City Engineer

Subject: Participation in Fresno County's Urban County Community Development Block Grant (CDBG) Program for Program Year 2024-25, 2025-26 and 2026-27

Attachments: Letter from Fresno County, Resolution No. 2023-04

RECOMMENDATION:

Adopt Resolution 2023 – 04 confirming the City's intent to participate in the Urban County Community Development Block Program and authorize the Interim City Manager to inform the County Community Development Department of said decision and to execute any documents resultant from this action.

BACKGROUND:

Recently, the City received correspondence from the Fresno County Community Development Department inviting the City to participate in the Urban County CDBG for the three year funding cycle beginning July 1, 2024 and ending June 30, 2027 (see Attachment 1). Those agencies which choose to participate in the Program must enter into a cooperative agreement with the County and all other participating cities, known as the Joint Powers Agreement (JPA).

As stated on page 2 of the Attachment, each City participating in the Urban County Entitlement Program receives a guaranteed percentage of the overall CDBG funds received each year. Cities can select their own eligible activities to fund, including infrastructure, housing, and public services.

Prepared by: Giersch and Associates Inc.

Approved by: Michael Giersch

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION:

APPROVED

DENIED

NO ACTION

____ Consent

____ Public Hearing

____ Info Item

____ Matter Initiated by a Council Member

X Action Item

____ Other

____ Department Report

____ Continued to: _____

____ Redevelopment Agency

The other option available to the City is to compete for the State of California's Small Cities CDBG Program funds. While the possibility exists that more CDBG funds might be received with this option, it needs to be pointed out this option involves competing with other agencies, and allocation of CDBG funds is by no means guaranteed. Since unsuccessful applications would receive no funding, there is a likelihood that no funds would be received during the three-year period.

As stated in page 2, paragraph 3 of the Attachment, Cities participating in the Urban County Entitlement Program are not eligible to compete for the State's Small Cities CDBG Program funds.

FISCAL IMPACT:

The City will be guaranteed a portion of the CDBG funds each year.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2023-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE,
NOTIFYING THE COUNTY OF FRESNO OF THE CITY'S DECISION TO PARTICIPATE
IN THE HUD CDBG 2024-2027 PROGRAM AND AUTHORIZING THE INTERIM CITY
MANAGER TO SIGN THE JOINT POWERS AGREEMENT ON BEHALF OF THE CITY OF
ORANGE COVE

WHEREAS, The County of Fresno and its partner cities must requalify for Urban County entitlement status with the U.S. Department of Housing and Urban Development (HUD) in order to receive grant funds under the Federal Community Development Block Grant (CDBG) for a three year period; and

WHEREAS, the City of Orange Cove desires to receive a guaranteed percentage of the CDBG funds allocated in Fresno County for participating cities for the three year period 2024-2027; and

WHEREAS, the city desires to use these funds each year for eligible projects within the city for infrastructure, housing, and public services.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The Interim City Manager is authorized to notify the County of Fresno of the city's official decision and sign the Joint Powers Agreement on behalf of the City of Orange Cove.
3. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on January 25, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diana Guerra Silva, Mayor

ATTEST:

June Bracamontes, City Clerk



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

December 2, 2022

Mr. Rudy Hernandez, Interim City Manager
City of Orange Cove
633 6th Street
Orange Cove, CA 93646

Dear Mr. Hernandez:

Subject: Participation in Fresno County's Urban County Community Development Block Grant Program for Program Years 2024-25, 2025-26 and 2026-27

Every three years, the County of Fresno and its partner cities must requalify for Urban County entitlement status with the U.S. Department of Housing and Urban Development (HUD) in order to receive entitlement grant funds under the Federal Community Development Block Grant (CDBG) and related Home Investment Partnerships Act (Home) Program for a new three-year period. Cities wishing to participate with the County in the Urban County Entitlement Program must enter into a cooperative agreement with the County and all other participating cities, known as the Joint Powers Agreement (JPA), for the period of HUD's three year funding cycle, which begins July 1, 2024 and ends June 30, 2027.

In order to meet HUD's requalification period deadline, each city must advise the County in writing on or before February 28, 2023, of its official decision to participate or not in the County's program for the new three-year period.

Each City must provide a Resolution or Minute Order notifying the County of the City's official decision to participate (or not) in the County's program for the 2024-2027 three-year period. ***Additionally, if the City elects to join or rejoin the County's program, the City's Resolution or Minute Order must also include authorization for the Mayor or City Manager to sign the Joint Powers Agreement on the City's behalf.***

At this time, HUD has not yet identified any new requirements for the next Urban County requalification; therefore, no significant changes to the JPA are expected for the new three-year period. We anticipate receiving notice of HUD requirements in April, including any changes, and at that time will send the final JPA for City execution. Should any changes to the current JPA content be required, the changes will be highlighted in the final JPA, along with any explanation if necessary.

Mr. Rudy Hernandez, Interim City Manager
December 2, 2022
Page 2

A copy of the current executed JPA between the County and the seven cities currently participating is enclosed for your information and reference. The current JPA includes provisions intended to provide for maximum flexibility for the cities to exchange CDBG funds between them to allow for project efficiencies and the maximum timeliness of expenditures to comply with Federal requirements.

Each City participating in Fresno County's Urban County Entitlement Program receives a guaranteed percentage of the overall CDBG funds received each year in accordance with the same Federal formula that is used by HUD to provide funds to entitlement communities nationwide. Cities can select their own eligible activities to fund, including infrastructure, housing and public services. Cities participating in the Urban County Program also participate in the HOME Program, which provides funds to residents of those cities for housing rehabilitation and downpayment homebuyer assistance. The HOME Program also provides housing loan funds as gap financing for affordable housing development projects within those cities based on qualified applications. The JPA also provides for participating cities to have access to any additional funding that may be made available to the Urban County CDBG Program. For example, the County's Neighborhood Stabilization Program was recently completed and used one-time additional funding to purchase and rehabilitate foreclosed homes in the participating cities, and to provide downpayment assistance for qualified buyers to purchase the homes.

Cities participating in the Urban County Entitlement Program are not eligible to compete for the State of California's Small Cities CDBG Program funds.

If you have any questions or need additional information regarding requirements, procedures and deadlines, please feel free to contact Yvette Quiroga, Principal Planner, at (559) 600-4292.

Sincerely,



Augustine Ramirez
Community Development Manager

AR:JN
G:\7205ComDev\CDBG and GRANT PERM FILES\Joint Powers Agreements\2024-2027\JPA Participation Invitation.docx
November 29, 2022

Enclosures

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT
3

4 THIS AGREEMENT (the "Agreement") is made this 23rd day of June, 2020, by and
5 between the COUNTY OF FRESNO, a political subdivision of the State of California,
6 ("COUNTY"), and the incorporated CITIES OF FOWLER, KERMAN, KINGSBURG, MENDOTA,
7 REEDLEY, SANGER, and SELMA, all municipal corporations of the State of California, located
8 within the boundaries of the County of Fresno ("CITY" or "CITIES").

9 WITNESSETH

10 WHEREAS, the COUNTY and the CITIES desire to engage in housing and community
11 development activities as authorized under the Housing and Community Development Act of
12 1974, as amended, and hereafter referred to as the "ACT";

13 WHEREAS, the ACT requires that certain cooperation agreements be entered into
14 between the COUNTY and the CITIES for a period of three years in order to implement the
15 provisions and terms of said ACT;

16 WHEREAS, the COUNTY and the CITIES are public agencies under the provisions of
17 Section 6500 of the Government Code of the State of California, and each is authorized by law
18 to enter into Joint Powers Agreements;

19 WHEREAS, the COUNTY and the CITIES are individually authorized by law to engage
20 in housing and community development activities;

21 WHEREAS, the COUNTY and the CITIES do hereby find and determine that it is in the
22 best interest of the residents of the unincorporated area of the COUNTY and of the CITIES that
23 housing and community development activities be performed jointly in accordance with the
24 provisions of this Agreement in that the U.S. Department of Housing and Urban Development
25 (HUD) recommends the expenditure of funds for such purpose on a regional basis; and

26 WHEREAS, the COUNTY requalified for entitlement status as an urban county to
27 administer and implement the Community Development Block Grant (CDBG), HOME Investment
28 Partnerships (HOME) and Emergency Solutions Grant (ESG) Programs for housing and

1 community development activities and homeless services for each of the participating parties to
2 this Agreement in accordance with the provisions of the ACT, the laws of the State of California,
3 and the terms and conditions hereinafter provided.

4 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

5 1. The parties to this Agreement, pursuant to the requirements of the ACT, agree to
6 take all actions necessary to ensure compliance with the urban county's certification under
7 Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended,
8 and that the grant will be conducted and administered in conformity with Title VI of the Civil Rights
9 Act of 1964, the Fair Housing Act, and will affirmatively further fair housing. The parties to this
10 Agreement will also comply with Section 109 of Title I of the Housing and Community
11 Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans
12 with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban
13 Development Act of 1968, National Environmental Policy Act of 1969, Executive Order 11988,
14 24 CFR 570 pertaining to the CDBG Program regulations, and to comply with other applicable
15 laws.

16 2. The COUNTY is responsible for program administration and implementation;
17 determining needs; setting goals; preparing and submitting a five-year Consolidated Plan, annual
18 Action Plan, Consolidated Annual Performance and Evaluation Report, and all required
19 assurances or certifications to HUD, and has the final authority for approving CDBG, HOME
20 Investment Partnerships and ESG Program activities and priorities.

21 3. The parties to this Agreement acknowledge that the COUNTY and CITIES may
22 not sell, trade, or otherwise transfer all or any portion of their CDBG funds to another metropolitan
23 city, urban county, unit of general local government, Indian tribe, or insular area that directly or
24 indirectly receives CDBG funds. In exchange for any other funds, credits or non-Federal
25 considerations, but must use these funds for activities eligible under Title I of the Housing and
26 Community Development Act of 1974, as amended.

27 4. The parties to this Agreement, pursuant to the requirements of the ACT, agree to
28 cooperate to undertake, or assist in undertaking, community renewal and lower-income housing

1 assistance activities.

2 5. The parties to this Agreement understand the COUNTY is prohibited from funding
3 activities in, or in support of, any CITY that does not affirmatively further fair housing within its
4 own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing
5 certification.

6 6. Pursuant to the ACT, the CITIES have adopted, and are enforcing:

7 a. A policy prohibiting the use of excessive force by law enforcement agencies
8 within their jurisdictions against any individuals engaged in non-violent civil rights
9 demonstrations.

10 b. A policy of enforcing applicable state and local laws against physically
11 barring entrance to or exit from a facility or location which is the subject of such non-violent civil
12 rights demonstrations within their jurisdictions.

13 7. The CITIES do not have the power to veto or otherwise restrict, obstruct
14 implementation, or withhold support to the community development and housing assistance
15 activities referred to in the Consolidated Plan and annual Action Plan, for any program year
16 covered by this Agreement and/or such additional time as may be required for the expenditure
17 of funds granted to the COUNTY for such period.

18 8. It is understood and agreed that pursuant to the ACT, the participating CITIES
19 shall not be entitled to make separate applications for CDBG funds under the State's Small Cities
20 CDBG Program during the period in which the CITIES are participating in the COUNTY's CDBG
21 Program. Furthermore, the CITIES may not participate in a HOME consortium except through
22 the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation. Nothing
23 herein shall be construed as limiting in any manner the powers of any of the respective parties
24 to initiate and complete a local activity within their respective jurisdiction with their own funds.

25 9. The allocation of funds for annual expenditures on CDBG activities shall be
26 shared on a proportionate basis determined by an allocation formula, after the COUNTY's cost
27 for implementing the CDBG Program has been subtracted, not to exceed the maximum 20%
28 administrative cap. Such allocation formula shall be based upon the formula prescribed by the

1 ACT.

2 However, it is understood and agreed that any proposed expenditure is subject
3 to the condition that a different distribution of funds may occur at the COUNTY's discretion when
4 made necessary to comply with the ACT, including but not limited to regulatory expenditure
5 requirements.

6 10. Each CITY, pursuant to 24 CFR 570.501(b), is considered a subrecipient of
7 CDBG funds, and is subject to the requirements for subrecipients. Before disbursing CDBG
8 funds to a subrecipient, the COUNTY shall prepare a written Agreement in accordance with
9 Federal regulations (as described in 24 CFR 570.503), and execute such Agreement with the
10 subrecipient. The Agreement shall remain in effect during any period that the subrecipient has
11 use of CDBG funds, including program income.

12 11. Each CITY in formulating its annual application to expend CITY-allocated CDBG
13 funds shall conduct at least one annual public meeting to provide its residents an opportunity to
14 participate in the recommendation of activities for the CDBG Program. Such meetings shall be
15 conducted whenever a participating CITY intends to seek approval for an activity to be funded
16 with CDBG funds. If a CITY intends to continue with a multi-year activity that was approved as
17 a multi-year activity during a prior year, then this public meeting requirement may be waived.
18 Each of the participating CITIES shall provide reasonable notice to its residents of said meetings,
19 and shall make efforts to disseminate information to the public concerning a particular activity.

20 12. Each CITY agrees to develop and complete eligible program activities in a timely
21 manner so that the Urban County CDBG Entitlement Program will comply with Federal
22 expenditure requirements.

23 13. Each CITY agrees to submit application(s) for eligible CDBG activities no later
24 than July 31st prior to the start of each program year. Should a CITY not submit an application
25 for an eligible activity by the July 31st date, and/or make substantial progress toward completion
26 of an eligible activity during the program year in which the funds are allocated, upon mutual
27 agreement by the staff of all the parties, the COUNTY shall redistribute funds to other
28 participating CITY/CITIES with an eligible activity ready to commence.

1 14. If a CITY's CDBG funds are advanced to another participating CITY/CITIES in
2 order to accelerate expenditures, including but not limited to meet requirements for timeliness of
3 expenditures, the CITY advancing funds shall be reimbursed by the recipient of those funds with
4 the recipient's next program year allocation.

5 15. If a CITY, due to unforeseen and uncontrollable circumstances, cannot comply
6 with the time schedule within an executed project agreement, the schedule for the activity may
7 be extended by the COUNTY.

8 16. If a CITY, for any reason, cancels a program activity without completion, the CITY
9 shall reimburse to the COUNTY the amount of all CDBG funds provided to the CITY for the
10 activity. The reimbursed amount of funds shall be credited back to the CITY's allocation of CDBG
11 funds.

12 17. Any CDBG funds remaining available to any CITY and not allocated during the
13 term of this Agreement to an activity upon which substantial progress is being made, will no
14 longer be available to that CITY should that CITY not enter into the next succeeding Joint Powers
15 Agreement. Such CDBG funds shall be distributed to the COUNTY and the then-participating
16 CITIES of that Joint Powers Agreement, based upon the formula established by the ACT.
17 Determination regarding substantial progress shall be made by the COUNTY in its sole
18 discretion.

19 18. The COUNTY agrees to make HOME funds available for eligible housing
20 activities within the jurisdictions of the CITIES as well as within the unincorporated area. HOME
21 funds will be provided to eligible residents, institutions and agencies for eligible housing activities
22 approved by the Board of Supervisors, on a first-come, first-served basis.

23 19. The COUNTY shall use its ESG funds for the residents of the unincorporated area
24 of the COUNTY and of the CITIES, though service points may be centrally located. ESG shall
25 be administered through the COUNTY's Department of Social Services. It is understood and
26 agreed that the CITIES may not apply for, and do not receive a formula allocation under the
27 Federal ESG Program. Furthermore, CITIES participating in the Urban County program do not
28 receive individual allocations of ESG funds. However, nothing herein shall be construed as

1 limiting in any manner the powers of any of the respective parties to initiate a separate application
2 for ESG funds under the State's ESG Program, if allowed by the State.

3 20. The COUNTY shall make available to each CITY any special funding allocations
4 that may be based on the CITIES' participation with the COUNTY in the CDBG Program. These
5 programs may include, but shall not be limited to, the HOME Investment Partnerships Program
6 and special allocations of CDBG funds that exceed the annual entitlement provided through this
7 Agreement during the term of this Agreement.

8 21. The COUNTY shall be responsible for monitoring and reporting to HUD the use
9 of any program income generated from activities funded by this Agreement.

10 22. The reporting obligation of the CITIES pursuant to the ACT shall include the
11 following:

12 a. A participating CITY must inform the COUNTY when any program income
13 is generated by the expenditure of CDBG funds.

14 b. In the event of close-out of the CDBG Program or a change in status of a
15 participating CITY, each participating CITY must inform the COUNTY of any CDBG generated
16 program income received prior to or subsequent to the close-out or change in status of a
17 participating CITY.

18 c. Any program income generated by a CITY CDBG-funded activity must be
19 paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S CDBG allocation for
20 use on subsequent CITY CDBG eligible activities in accordance with Federal requirements;
21 provided that the CITY is participating in the COUNTY'S CDBG Program at the time the program
22 income is generated.

23 d. If the CITY is not participating in the COUNTY'S CDBG Program at the
24 time the program income is generated, the COUNTY is not obligated to credit the amount to that
25 CITY'S CDBG allocation for use on subsequent CITY CDBG eligible activities should that CITY
26 return to the COUNTY'S CDBG Program.

27 e. CDBG program income will be made available to a CITY either upon receipt
28 by the COUNTY, or not later than the subsequent program year.

1 23. Each participating CITY must obtain prior written approval from the COUNTY
2 before making any modification or change in the use of any real property improved, in whole or
3 in part, using CDBG funds in excess of \$25,000. The CITY shall provide affected citizens with
4 notice of, and opportunity to comment on, any proposed change to the use of real property
5 improved with CDBG funds. If any real property improved with CDBG funds is sold and/or is
6 utilized by the CITY for a use which does not qualify under the CDBG Program, the CITY shall
7 reimburse the COUNTY in an amount equal to the current fair market value for the property, less
8 any proportional share thereof attributable to expenditures of non-CDBG funds. It is therefore
9 understood and agreed that pursuant to the ACT:

10 a. These requirements shall continue in effect for five years after the Project
11 is completed in HUD's Integrated Disbursement and Information System (IDIS).

12 b. In the event the CDBG Program is closed-out, or there is a change in
13 status of the cooperation agreement between the COUNTY and participating CITY, the
14 requirements of this Section shall remain in effect for activities funded with CDBG funds, unless
15 action is taken by the Federal government to relieve the COUNTY and the participating CITIES
16 of these obligations.

17 c. If a CITY is required to repay the COUNTY for reasons described in this
18 Section of the Agreement, the COUNTY shall make the repaid funds available to that CITY for
19 eligible CDBG activities in accordance with Federal requirements; provided that the CITY is
20 participating in the COUNTY's CDBG Program at the time of the reimbursement.

21 d. If the CITY is not participating in the COUNTY's CDBG Program at the time
22 the income is generated, the COUNTY is not obligated to credit the amount to that CITY'S CDBG
23 allocation.

24 24. The term of this Agreement shall commence on July 1, 2021 and shall terminate
25 on June 30, 2024. Notwithstanding the foregoing, this Agreement shall remain in effect until the
26 CDBG, HOME and ESG funds and program income received with respect to activities carried
27 out during the three-year qualification period are expended and the funded activities completed.
28 No parties to this Agreement may withdraw from, be released from, or terminate this Agreement

1 while the Agreement remains in effect. All parties to this Agreement are participants in the
2 preparation of the COUNTY's five-year Consolidated Plan, annual Action Plans, and
3 Consolidated Annual Performance and Evaluation Reports, and are obligated through the three-
4 year program period which includes said documents.

5 25. Notwithstanding the date of execution of this Agreement, it shall be effective on
6 July 1, 2021. Each CITY shall sign the Agreement prior to the COUNTY. The COUNTY shall
7 insert the date it signs the Agreement on page 1, lines 4-5. The COUNTY shall insert names of
8 all participating CITIES on page 1, lines 6 and 7.

9 26. This Agreement shall be binding upon the parties hereto and their successors
10 and assigns.

11 27. It is understood that there may be a number of duplicate originals of this
12 Agreement, and the signature of any representative member on any one Agreement shall be
13 deemed applicable to all such duplicated originals. Additionally, this Agreement may be
14 executed in any number of counterparts, each of which shall be deemed an original. The parties
15 agree that the County may assemble together in the original agreement to be provided to the
16 County Board of Supervisors for signature, one original signature page from each city, to form a
17 total original to be signed by the County Board of Supervisors.

18 28. Each party to this Agreement shall indemnify, defend and hold harmless the other
19 parties, their officers, agents, employees and representatives, from any and all loss, liability,
20 costs, expenses and damage to persons or property, and from any and all claims, demands and
21 actions in law or equity (including attorney's fees and legal expenses) arising or alleged to have
22 arisen directly from the wrongful act caused by its respective activities pursuant to this
23 Agreement.

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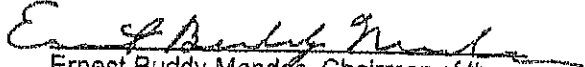
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date and year first above written.

COUNTY OF FRESNO


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the
County of Fresno

Date: 6/23/20

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

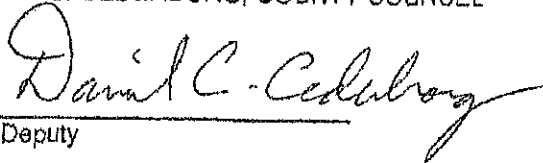
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I HEREBY CERTIFY that the terms and provisions of this Agreement are fully authorized under the laws of the State of California and all local laws and that this Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community renewal, and lower income housing assistance activities.

DANIEL C. CEDERBORG, COUNTY COUNSEL

By: 
Deputy

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3
4 CITY OF FOWLER

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6 By *Jessie H. Hines*

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8 ATTEST:

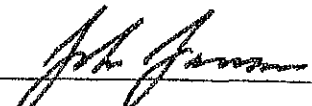
9 *Cornie B. C. Deputy*
10 City Clerk, City of Fowler

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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF KERMAN

By 
JOHN JANSONS, City Manager

ATTEST:


City Clerk, City of Kerman

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF KINGSBURG

5 By 
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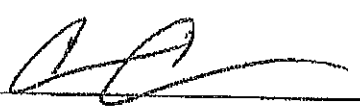
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10 City Clerk, City of Kingsburg
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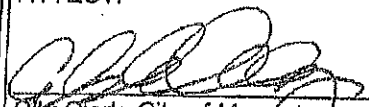
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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF MENDOTA

By 

ATTEST:


City Clerk, City of Mendota
Celeste Cabrera-Garcia



1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

3
4 CITY OF REEDLEY

5 By 
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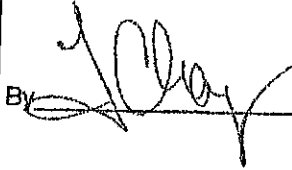
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8 ATTEST:

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10 City Clerk, City of Reedley
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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

CITY OF SANGER

By  _____

ATTEST:



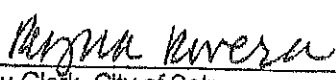
City Clerk, City of Sanger

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF SELMA

5 By 
6 Teresa Gallavan, City Manager

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8 ATTEST:

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10 City Clerk, City of Selma
11 Reyna Rivera

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Mayor:
Victor P. Lopez

Mayor Pro Team:
Diana Guerra Silva

City Council Members:
Roy Rodriguez
Josie Cervantes
Esperanza Rodriguez



Incorporated January 20, 1948

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

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

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

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

Date: January 25, 2023
To: The Honorable Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Water and Wastewater Rate Study By Clayton Tuckfield, Principal Consultant.
Attachments: Professional Services Agreement.

BACKGROUND

In performing under this contract, Tuckfield & Associates shall perform the following analyses and services:

- Long Range Financial Planning
- Cost of Services Analysis
- Rate Structure Analysis and Rate Design
- Draft Report Preparation
- City Council Workshop
- Final Report

These water and wastewater rates will address the following:

- Operating Reserves
- Capital Reserves
- Emergency Capital Reserve
- Debt Service Coverage Ratios
- New Debt Service for \$1,900,000 loan to fund Tertiary Treatment Plant


RECOMMENDEATION

For the City Council to approve the Water and Wastewater Rate Study Report.

FISCAL IMPACT

The cost of the water and wastewater rate study will be \$26,800 and will be funded by both the water and wastewater funds. 50% of the cost will be paid by the water fund and 50% by the wastewater fund.

Prepared by: _____ Approved by: 

REVIEW: City Manager: ✓ Finance:  City Attorney: _____

TYPE OF ITEM: COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent	_____ Public Hearing
_____ Info Item	_____ Matter Initiated by Council Member
_____ Action Item	_____ Other
_____ Department Report	_____ Continued to: _____
_____ Redevelopment Agency	_____

Professional Services Agreement

This Agreement, is entered on the dates set forth below by and between the City of Orange Cove, (hereinafter referred to as "City" or "Orange Cove"), and Tuckfield & Associates, a California Corporation, (hereinafter referred to as "Consultant").

By this Agreement, City agrees to engage the services of Consultant, and Consultant agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

1. Consultant's Services.

Consultant shall perform the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Exhibit "A."

2. Compensation for Consultant's Services.

City shall pay Consultant for the services performed by Consultant pursuant to the terms of this Agreement the compensation set forth in the "Schedule of Compensation" attached hereto as Exhibit "B." The compensation shall be paid at the time and manner set forth in Exhibit "B."

3. Term of Agreement.

The term of this Agreement shall be from January 1, 2023 to December 31, 2023.

4. Status of Consultant.

The City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees.

5. Designative Representative.

- (a) Clayton Tuckfield shall be the designated Consultant Representative and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City Representative. Consultant's professional services shall be actually performed by, or shall be immediately supervised by, the consultant Representative.

Name and Title:	Clayton Tuckfield, Principal Consultant
Post Office Address:	2549 Eastbluff Drive, Suite 450B Newport Beach, CA 92660

e-mail Address:	ctuckfield@tuckfieldassociates.com
Telephone No:	(949) 760-9454
Fax No:	(949) 760-2725

- (b) Rudy Hernandez shall be the designated City Representative.

Name and Title: Rudy Hernandez, Finance Director
Post Office Address: 633 E 6th Street
Orange Cove, CA 93646

e-mail Address: rudy@cityoforange Cove.com
Telephone No: (559) 626-4480
Fax No: (559) 626-4653

6. Notices.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed to each party's designative representative as set forth above. When addressed in accordance with this paragraph, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

7. Use of the term "City."

Reference to "City" in this Agreement includes Interim City Manager or any authorized representative acting on behalf of City.

8. Termination.

At any time, with or without cause, the City shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to Consultant. Consultant may terminate the Agreement upon written notice in the event of substantial failure of the City to perform in accordance with the terms of this Agreement. City shall be liable to Consultant only for work done by Consultant up to and including the date of termination of this Agreement.

9. Liability and Indemnification.

- (a) General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Consultant's fee for the Services, and in consideration of the promises contained in this Agreement, City and Consultant agree to allocate and limit such liabilities in accordance with this Article.
- (b) Indemnification by Consultant. Consultant agrees to defend, indemnify, and hold harmless City, its officers, agents and employees, from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Consultant's negligent acts, errors, or omissions.
- (c) Indemnification by City. City agrees to defend, indemnify, and hold harmless Consultant, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by any alleged or untrue statement of a material fact contained in any document, data, or report or any other written or oral communication provided Consultant by City and on which Consultant relies in connection with the services performed under this Agreement.
- (d) Employee Claims. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

- (e) Consequential Damages. To the fullest extent permitted by law, Consultant shall not be liable to City for any special, indirect, or consequential damages resulting in any way from the performance of the Services.
- (f) Limitations of Liability. To the fullest extent permitted by law, Consultant's total liability to City for all claims, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation received by Consultant under this Agreement.
- (g) Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

10. Insurance.

Prior to commencing performance of the services required by this Agreement, and at all other times this Agreement remains in effect, the Consultant shall procure and maintain in full force and effect all of the insurance required by Exhibit "C" attached hereto and by this reference incorporated herein.

City and Consultant waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, and employees for damages covered by any type of property insurance during and after the completion of the Services.

11. Ownership of Consultant's Work Product.

- (a) City shall be the owner of computations, plans, correspondence and/or other pertinent data and information gathered or prepared by Consultant in performance of this Agreement and shall be entitled to possession of the same upon completion of the work under this Agreement, however, Consultant shall have rights to their use. Consultant shall retain its rights in its specifications, standard databases, computer software, and other intellectual and proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Consultant. Any use by Consultant of intellectual property owned by City is authorized solely for this project.
- (b) All materials, including, but not limited to, calculations, computer files, computer software, and models prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project and are subject to protection under copyright laws. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project, updates, or on any other project. Any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. City shall defend, indemnify, and hold harmless Consultant against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse including distribution of documents by City to another party.

12. Standard of Care

- (a) General. Consultant shall exercise the same degree of care and diligence in the performance of the Services as is ordinarily exercised by a professional serving under similar circumstances.

- (b) Warranty. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, or opinion produced pursuant to this Agreement. Consultant's opinions, estimates, and forecasts of current and future cost levels, revenue levels, other levels and events shall be made on the basis of available information and Consultant's experience and qualifications as a professional. Consultant does not guarantee that estimates and forecasts of current and future levels and events will not vary from Consultant's estimates and forecasts.

13. Delay In Performance

Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

14. Modification of Agreement.

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

15. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The City and Consultant further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

16. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

17. Governing Law.

The terms of this Agreement shall be interpreted according to the laws of the State of California.

18. Integrated Agreement.

This Agreement represents the entire Agreement between the City and the Consultant and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

19. Arbitration

City and Consultant agree that any dispute over the terms of this Agreement may be submitted to mediation and/or arbitration at the option of either party. If arbitration is used, the arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association. Said agreement to arbitrate does not include, any claims governed by state or federal anti discrimination laws, including but not limited to the Fair Employment and Housing Act and/or Title VII.

In witness whereof, the parties have signed this agreement on the dates set forth below.

City of Orange Cove

By: _____
Victor P. Lopez
Mayor

Date

Tuckfield & Associates

By: _____
G. Clayton Tuckfield
Principal Consultant/President

Date

**EXHIBIT A
PROFESSIONAL SERVICE AGREEMENT
SCOPE OF SERVICES**

In performing under this Contract, Tuckfield & Associates shall perform the following analyses and services:

Task 1 – Initial Meeting/Data Collection

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

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

Meetings: One (1) remote meeting to kick-off the project
Deliverables: Request for Information

Task 2 – Long Range Financial Planning

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

Task 2.1: Review Financial Information, Policies, and Practice

The City's policies regarding the financial, operating and capital reserves, and rate practices will be reviewed and evaluated. These items are essential to the long-term sustainability of the utility. From the evaluation, recommendations will be made that will enhance the utility's ability to meet its financial goals.

Task 2.2: Review and Summarize Billing Information

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

Task 2.3: Develop Long Range Financial Plans

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

A ten-year pro forma cash flow will be developed to compare projected revenue using the existing rates (including miscellaneous and other charges) to projected revenue requirements over the planning period. Revenues will be projected by developing assumptions regarding customer growth and estimated usage information. Analysis of the cash flow will determine if any revenue adjustments are needed to meet the revenue requirements while recognizing the financial planning criteria developed for each fund. The long-range financial plan developed above will be modeled such that assumptions/variables may be changed to assess the impacts to the plan. By varying these assumptions, their sensitivity may be evaluated and the need for higher or lower revenue increases may be determined. Several options for revenue increases may be explored and presented to City Staff.

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

Task 3 – Cost of Service Analyses

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

Task 3.1: Analyze Customer Usage Patterns and Recommend Customer Classifications

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

Task 3.2: Allocate Costs to Functional Cost Components

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

Task 3.3: Distribute Functional Costs to Customer Classifications

Costs that have been allocated to functional cost components are distributed to the various customer classifications based on their responsibility for the service provided. Responsibility is established from the units of service (such as HCF, HCF/day, and number of customers) applicable to each functional cost component. Unit costs are developed which are then applied back to the units of service by customer class, which determines each customer classification's cost responsibility.

Task 4 – Rate Structure Analysis and Rate Design

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

Task 4.1: Evaluate Rate Structures and Calculate Rates

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

such as the AWWA, WEF and federal, state, and local regulations for rate setting in California. Up to a total of three alternative rate structures for water and wastewater will be designed as agreed upon with the City. The alternative rate structures will be discussed with City Staff. The rate structures may be presented to City Council at a special meeting if requested at additional cost.

Task 4.2: Determine Bill Impacts

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

Task 4.3: Bill Comparison with Other Communities

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

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

Task 5 – Draft Report Preparation

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

Deliverables: An electronic copy of the Draft Report

Task 6 – City Council Workshop

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

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

Deliverables: Presentation materials for Public Workshop

Task 7 – Final Report

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

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

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

Deliverables: An electronic copy of the Final Report plus presentation materials for public meeting

EXHIBIT B
PROFESSIONAL SERVICE AGREEMENT
SCHEDULE OF COMPENSATION

A. METHOD OF PAYMENT:

Payment for all work performed by Consultant pursuant to the terms of this agreement shall be made on the basis of the hourly rates set forth below, plus actual out of pocket costs incurred in performing the work:

PERSONNEL	RATE PER HOUR
Clayton Tuckfield, Consultant	\$185.00

B. BILLING:

Within ten (10) days after the end of each calendar month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City at the following address:

City of Orange Cove
633 E 6th Street
Orange Cove, CA 93646
rudu@cityoforangecove.com

The invoice submitted pursuant to this paragraph shall show the City Purchase Order number and Agreement number, if any, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, and actual out -of-pocket expenses incurred in the performance of the services.

C. TIME OF PAYMENT:

Payment to Consultant shall be made within Thirty (30) days after submittal of Consultant's invoice and approval by City.

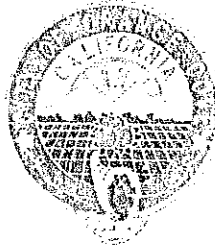
D. MAXIMUM COMPENSATION:

Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed **\$26,800.00**, which amount includes all out-of-pocket expenses.

EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
INSURANCE REQUIREMENTS

1. **Types and Amounts of Insurance Coverage.** Consultant shall provide the following types of insurance designated in this section by a check mark that includes coverage limits complying, at a minimum, with the limits set forth herein:

	<u>Type of Insurance</u>	<u>Limits (comb. single)</u>
<input checked="" type="checkbox"/>	Errors and omission	\$1,000,000
<input checked="" type="checkbox"/>	Commercial gen. liability	\$1,000,000
<input checked="" type="checkbox"/>	Business auto liability	\$1,000,000



Date: January 25, 2023
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of \$25 Water Shutoff Door Hanging Fee.

Attachments: None

BACKGROUND:

In 2019, the Legislature adopted Senate Bill 998, the Water Shutoff Protection Act (Health and Safety Code Sections 116900 et. Seq., increasing protections for residents facing termination of water service due to non-payment. In enacting these protections, the Legislature recognized that water debt and residential water shutoffs threaten human health and well being and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.

Based on this information, on December 14, 2022, the City Council approved a revised utility billing policy to comply with the requirements of SB998 (Water Shutoff Protection Act). One of the requirements under the new utility billing policy is to provide our residents with a 48-hour door hanger. The purpose of the door hanger is to help our residents avoid the discontinuance of water service due to delinquent account balance.

The advantages of the door hanger to our residents are three-fold:

- Minimizes the risk of having their water service shut off due to delinquent balance.
- Avoids paying the \$10 reconnection fee.
- During the 48-hour period, residents can make arrangements to avoid having their water service shutoff.

\$25 Door Hanging Fee:

Due to the added cost of providing door hanging services to our residents, staff is asking the city council to approve a \$25 door hanging fee.

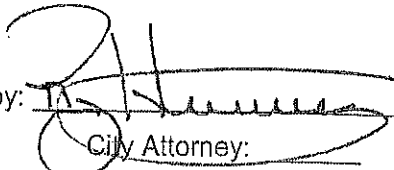
RECOMMENDATION:

For the City Council to approve the \$25 water shutoff door hanging fee.

FISCAL IMPACT:

To be determined.

Prepared by **Rudy Hernandez**

Approved by: 

REVIEW: City Manager: ☒

Finance: ☐

City Attorney: ☐

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

☐ Consent

☐ Public Hearing

☐ Info Item

☐ Matter Initiated by a Council Member

☒ Action Item

☐ Other

☐ Department Report

☐ Continued to: _____

☐ Redevelopment Agency

Mayor:
Victor P. Lopez

Mayor Pro Team:
Diana Guerra Silva

City Council Members:
Roy Rodriguez
Josie Cervantes
Esperanza Rodriguez



Incorporated January 20, 1948

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

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

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

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

To: The Honorable Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Date: January 25, 2023
Subject: Approval of Waiver of Business Operating Requirement for the Small Business Grant Program For Those Funded By the General Fund.
Attachments: None.

BACKGROUND:

On September 28, 2022, the City Council approved the small business grant program for businesses located in the City of Orange Cove. Funding for this program came from the American Rescue Plan Act for the amount of \$100,000 and \$7,500 came from the City's General Fund.

Program Guidelines:

- Applicants shall be a for profit business physically located and operating in the City of Orange Cove.
- Grant funds will be in the amount of \$2,500.
- Grants must be limited one (1) per entity.
- Have no federal tax liens nor judgements. Applicant with existing payment plan is eligible.
- It must be demonstrated and certified that the business applicant has been operating for at least one (1) full year. A business license, utility bill or lease agreement meets this requirement.

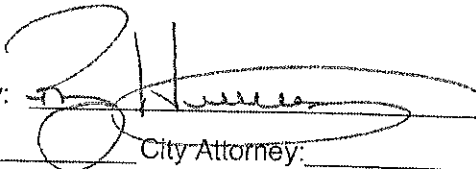

In order to assist all businesses located in the City of Orange Cove, staff is recommending that the City Council waive the business operating (5th bullet point above) requirement for those paid from the general fund.

RECOMMENDED ACTION

For the City Council to approve the waiver of the business operating requirement for the small business grant program for those funded by the general fund.

FISCAL IMPACT:

None.

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

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

ORDINANCE NO. 393

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING THE MUNICIPAL CODE OF THE CITY OF ORANGE COVE TO ADD CHAPTER 8.80 TO TITLE 8 PERTAINING TO WEAPONS ON CITY PROPERTY.

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

SECTION 1. Environmental Findings. The City Council exercises its independent judgment and finds that this Ordinance is not subject to California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and Section 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the subject ordinance and regulations have no potential for resulting in any significant physical change to the environment, either directly or indirectly.

SECTION 2. Title 8 of the Municipal Code of the City of Orange Cove is hereby amended to add Chapter 8.80 pertaining to weapons as follows:

Chapter 8.80 – WEAPONS

8.80.010 Discharge of Firearms.

Any person who shall discharge firearms of any description within the city, except in a duly licensed shooting range, and except peace officers in the due discharge of their duties, without having first obtained permission to do so from the Police Chief, shall be guilty of a misdemeanor.

8.80.020 Dangerous Weapons and Dangerous Articles on City-Owned or City-Leased Property.

The carrying, transportation, use or possession of Dangerous Weapons or Dangerous Articles is prohibited in or upon any building or property owned by or leased to the City.

8.80.030 Dangerous Weapons Defined.

For the purposes of this Chapter, "Dangerous Weapons" shall include any instrument commonly known as a blackjack, billy, metal knuckles, dagger, knife, or any razor with an unguarded blade, a sling, slingshot, bow and arrow, spring gun, air gun, BB gun, revolver, pistol, shotgun, rifle, or any other firearm of similar design, or any cartridge, shell or ammunition, or any device designed or intended to discharge, or capable of discharging any dangerous missile, or designed or modified to be used as a weapon from which is expelled through a barrel, a projectile by the force of explosion or other form of combustion.

8.80.040 Dangerous Article Defined.

For the purposes of this Chapter, "Dangerous Article" shall include any explosive or flammable substance that can be exploded or burned in a manner that is capable of producing bodily injury or damage to property, or any bomb, grenade or similar device.

8.80.050 Exemptions.

(A) The prohibitions of this Chapter shall not apply to any judge, sheriff, deputy sheriff, police officer, marshal, deputy marshal, member of the California Highway Patrol, member of the California State Police, agent of the Department of Justice, agent of the Bureau of Narcotic Enforcement, guard,, or parole officer of the State Department of Corrections and Rehabilitation or California Youth Authority, or probation or deputy probation officer who is acting in the course of employment and who is lawfully authorized to possess such weapons.

(B) The prohibitions of this Chapter shall not apply to any City employee or agent of the City who is required to possess Dangerous Articles in order to perform City business, work or service on City premises.

8.80.060 Punishment of Violations.

Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. Publication. The City Clerk is directed to cause this Ordinance to be published in the manner required by law.

SECTION 5. Operative Date. This Ordinance shall become effective thirty (30) days after enactment.