



AGENDA ORANGE COVE CITY COUNCIL

**Diana Guerra Silva, Mayor
Gilbert Garcia, Mayor Pro Tem
Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member
Maria Vacio, Council Member**

**WEDNESDAY, APRIL 12, 2023 - 6:30 P.M.
1209 "L" Street, Sacramento, CA 95814**

**LIVE AND
TELECONFERENCE
(720)740-9780 Access Code 1060550**

A. Call to Order/Welcome

Roll Call
Invocation

B. Confirmation of Agenda

C. Consent Calendar

1. Council Minutes of March 8, 2023; March 22, 2023; March 29, 2023
2. Approval Defer Development Impact Fees Martinez/Macias Tract
3. Approval of new facility rates for the VPL Community Center flat fee Resident and Non-Resident \$2500 and Deposit \$1300
4. NALEO Conference July 11-13, 2023

D. Administration

5. **SUBJECT:** Contract for New Finance Director for the City of Orange Cove

Recommendation: Council to approve the Contract for the New Finance Director for the City of Orange Cove

6. SUBJECT: Contract for City Manager Daniel T. Parra

Recommendation: Council to approve the revised contract for City Manager Daniel T. Parra

E. Public Forum

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

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. Adjournment

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

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

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

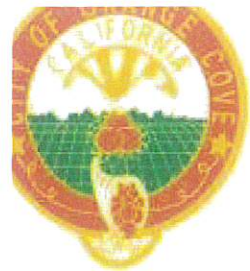
(Resolution No. 2012-16)

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.



Meeting Date: 4/12/23
Agenda Item: __

City Council Meeting

REPORT TO: Orange Cove City Council

REPORT FROM: Shun Patlan, Director of Planning & Building

AGENDA ITEM: Request to Defer Development Impact Fees Martinez/Macias Tract

ACTION REQUESTED: __Ordinance __Resolution __X Motion __Receive/File

RECOMMENDED;

1. Staff recommends the city council consider approving the request by Yanez Construction to defer the Development Impact Fees until close of escrow.

EXECUTIVE SUMMARY

Staff received a request from Yanez Construction to allow the required Development Impact Fees for the remaining 6-lots at the Martinez Tract and the 39-lots at the Macias Tract be deferred to close of escrow for home purchase.

The total amount of Development Impact Fees that are due upon building permit issuance is \$14,682.00 per lot/building permit.

The Development Impact Fees if deferred would be paid by the escrow company and payment would be made directly to the city. These types of requests are common in subdivision tract developments but requires city council approval for fee deferment. Yanez Construction has agreed to pay an administrative fee of \$200.00 per lot/building permit. The Macias Tract will be developed in phases, which will include 4 to 6 homes per phase.

Mr. Yanez states that with the Development Impact Fee deferral would increase productivity and capital for building homes at a faster schedule.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----------------------------------------|
| 1. Is There a Fiscal Impact? | Yes, city will collect \$200.00 per lot |
| 2. Is It Currently Budgeted? | In the General Fund |
| 3. N/A | |
| 4. If Budgeted, Which Line? | N/A |

ATTACHMENTS

Request letter from Yanez Construction dated February 8, 2023

Prepared By: _____

Approved By: _____

Reviewed: City Manager: _____

Finance: _____

City Attorney: _____

Type of Item:

Council Action: Approved

Denied

No Action

___ Consent

___ Info Item

___ Action Item

___ Department Report

___ Redevelopment Agency

___ Public hearing

___ Matter Initiated by a Council Member

___ Other

___ Continue To: _____



42931 Road 52
Reedley, CA. 93654
559-638-6644

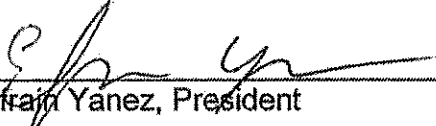
2/8/2023

City of Orange Cove
633 Sixth Street
Orange Cove, CA. 93646


RE: Martinez Tract 6365 & Macias Tract 6289 Impact Fees

We are requesting that the Impact Fees on the Homes in these projects (streets, water distribution, sewer treatment, sewer collection, storm drain, parks and recreation, law enforcement, fire protection, water treatment, general government, buildings) be deferred until close of escrow. The city can submit demands for payment of these fees to the escrow company and shall be paid directly from the escrow company to the City at each closing. The City shall also be paid an extra \$200 administrative fee with the demand for each Lot. Deferring the impact, fees will increase productivity in building houses at a faster rate by increasing our current cash flow. Most cities in the Valley currently have this system of collecting impact fees in place.

Sincerely,



Efraim Yanez, President



Date



Incorporated January 20, 1948

MINUTE ORDER

During a regular City Council Meeting of March 8, 2023, Council discussed to change the facility rates for the VPL Community Center Flat Fee of \$2500 for Residents and Non-Residents and deposit of \$1,300 as presented.

AYES: Silva, Garica, Cervantes, Rodriguez, Vacio
NOES: None
ABSTAIN: None
ABSENT: None

*Date: April 4, 2023
June V. Bracamontes, City Clerk
City of Orange Cove*



NEWS RELEASE

For Immediate Release
March 1, 2023

Contact: Marcus Silva, msilva@naleo.org
(510) 456-5444

Luis Acosta, lacosta@naleo.org
(956) 460-3598

NALEO 40th Annual Conference to Convene Nation's Largest Gathering of Latino Policymakers in New York City

*NALEO's 40th Annual Conference will take place July 11–13 in the heart
of the Big Apple at the New York Marriott Marquis in Times Square*

WASHINGTON, D.C. – The National Association of Latino Elected and Appointed Officials (NALEO) announced today that registration is now open for the NALEO 40th Annual Conference, July 11–13, 2023, in New York City.

The Conference, recognized as the nation's "Latino Political Convention," is the largest annual gathering of Latino public officials in the country. It has earned an impressive reputation for delivering high-quality and content-driven programming, as well as featuring distinguished keynote speakers.

"For the first time, the NALEO Annual Conference will take place in the city that never sleeps," **said NALEO and NALEO Educational Fund CEO Arturo Vargas.** "We are thrilled to celebrate the 40th anniversary of this event by bringing together hundreds of Latino leaders from across the nation to facilitate the meaningful exchange of ideas and foster solutions around today's most pressing policy issues — including the economy, education, workforce development, emergency preparedness, securing criminal infrastructure, and more."

Previous NALEO Annual Conferences have featured Presidents Barack Obama and Joe Biden; Vice Presidents Al Gore and Kamala Harris; Senators Kay Bailey Hutchinson, Marco Rubio, Mitt Romney, Bernie Sanders, and John McCain; Secretary of State Hillary Clinton; and Governors Jeb Bush and J.B. Pritzker.

Additional details will be announced soon, including the full Conference agenda, session information, and guest speakers.

The NALEO 40th Annual Conference is made possible through the generous support of our Presenting Sponsors, State Farm® and Wells Fargo.

WHAT

NALEO 40th Annual Conference

WHEN

July 11–13, 2023

WHERE

New York Marriott Marquis

WHO

The NALEO Annual Conference will feature high-profile speakers. Previous NALEO Conferences have included presidents, vice presidents, cabinet secretaries, members of Congress, statewide officials, and more.

###

About NALEO

The National Association of Latino Elected and Appointed Officials is the non-partisan leadership organization of the nation's more than 7,000 Latino elected and appointed officials.



ORANGE COVE CITY COUNCIL MINUTES

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, MARCH 8, 2023 - 6:30 P.M.
SENIOR CENTER
699 6th Street, Orange Cove, California 93646
LIVE MEETING**

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Diana Guerra Silva
Mayor Pro Tem Gilbert Garcia
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez
Councilmember Maria Vacio

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 Engineer, Mike Giersch
City Clerk June V. Bracamontes

Invocation By Mayor Pro Tem Garcia

Flag Salute By Councilwoman Cervantes

B. Confirmation of Agenda

Councilwoman Cervantes requested to switch Item #21 and Item #20. Item #21 to be present first and Item #20 second.

Upon the motion by Councilwoman Rodriguez and seconded by Councilwoman Vacio Council approved the above request as presented.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

C. Presentation

1. Presentation by Corina Mendoza from Orange Cove High School Track and Field Program regarding the Easter and Cinco De Mayo Events

Not present.
2. Presentation by Tom Sembritzk regarding Pew Wee Football League

Mr. Tom Sembritzk and Mr. Temo Hernandez organizer of the Orange Cove Hurricanes presented to Council about the Orange Cove Hurricanes Youth Football Sign ups for ages 7-9 years old. Reaching out for donations and Mr. Hernandez will volunteer his time. Equipment is needed and asking to partner with the City of Orange Cove and cost amount for equipment is \$8,000. Requesting that the City will take care of finances.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved \$8,000 for the equipment needed by the Orange Cove Hurricanes and the City will take care of the finances.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

D. Consent Calendar

3. City Council Minutes of February 2, 2023; February 8, 2023; February 16, 2023
4. Approval to receive and file the Housing Successor Agency Annual Report for Fiscal Year 2021-22
5. Facility Use Application VPL Community Center request by Eduardo Castillo Funeral Reception March 10, 2023
6. Facility Use Application VPL Community Center request by Angel Cuevas Dance Fund Raiser for Brighter Tomorrow May 5, 2023 and June 9, 2023

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

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

E. Administration

City Engineer

7. **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Michael Giersch

Recommendation: Informational item Only

City Engineer Michael Giersch presented the following items:

1. WWTP and RAS Pump Project.
2. EDA Park Boulevard Project
3. City Hall Stairways and ADA access.
4. J.O. Eaton Park
5. Sequoia View Park
6. Drought Relief Grant
7. Community Center Renovation
8. Macias Tract 6289
9. CMAQ Alley Project
10. Sheridan Park Renovation
11. WWTP Monitoring Wells
12. Additional projects are under review with City Staff in Coordination with his office.

Chief of Police:

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

Recommendation: Informational Item Only

Chie of Police, Marty Rivera presented the Crime Stats for February 2023; Animal Control Monthly for February and the Staff Levels.

9. **SUBJECT:** Flock Cameras

Recommendation: Council to approve to lease the Flock Camera System

Upon the motion by Mayor Pro Tem Garcia and seconded by Councilwoman Vacio, Council approved to lease the Flock Camera System as presented.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

Public Works Department

10. **SUBJECT:** Monthly update report on Public Works Department by Public Works Director Joe Estrada

Recommendation: Informational Item Only

Public Works Director Joe Estrada presented the following:

- Lots of Floods cleaning out drain ditches
- Preparing Flood signs
- 2 tons of sands, sand bags, staff is ready
- Working with Fresno County FEMA Water Control System; Replacing Media
- Fresno County Summer Youth Program 30 local students to help clean up at City Yard and Allies
- Waste Water Operations being met

11. **SUBJECT:** Utility Vehicles

Recommendation: Council to approve 2 Utility Vehicles

Upon the motion by Mayor Pro Tem Garcia and seconded by Councilwoman Rodriguez, Council approved 2 (two) Utility Vehicles for the Public Works Department for \$94,902.24 as presented.

YES: Silva, Garcia, Cervantes, Rodriguez
NO: Vacio
ABSENT: None
ABSTAIN: None

Planning Department

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

Recommendation: Informational Item Only

Planning Director, Shun Patlan presented the following to Council as follows:

- Martinez Tract Map
- Macias Tract Map
- Blossom Estates/Piro
- Blossom Heights Apartment Project
- Industrial Park and Property behind Burger King
- Commercial Development
- Housing Authority Rehab Project
- Proposed Tentative Subdivision Map

Orange Cove Fire Protection District

13. **SUBJECT:** Monthly update report by the Orange Cove Fire Protection District

Recommendation: Informational Item Only

Fire Chief Tom Greenwood presented to Council the Stat Report for the month of February and District Calls.

Update the facility for the Fire Department. Looking good going forward met with Board of Supervisor Buddy Mendez. Suggested to contact Ana Caballero.

Interim City Manager:

14. **SUBJECT:** Resolution Updating the Signatures on the Local Agency Investment Fund and City's Bank Accounts

Recommendation: Council to approve Resolution No. 2023-11 authorizing banks to honor checks and warrants when bearing certain signatures of City Officials, establishing procedures for execution of checks and warrants, designating a "Contract Officer" on accounts and rescinding all resolutions and prior approvals

Upon the motion by Councilwoman Rodriguez and seconded by Councilwoman Vacio, Council approved to add Mayor Silva as a check signer and keep Councilwoman Cervantes on the account as presented.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

15. **SUBJECT:** Donation to the Orange Cove High School AVID Club

Recommendation: Council to approve the donation of \$500 to the Orange Cove High School AVID Club to help cover the cost of helping students determine which college best suits them

Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Garcia, Council approved the donation of \$500 to the Orange Cove High School AVID Club to help cover the cost of helping students determine which college best suits them

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

16. **SUBJECT:** Facility Use Rental Fee/Deposit For the Victor P. Lopez Community Center.

Recommendation: For the City Council to review, discuss, and approve the new rental fee and deposit for the use of the Victor P. Lopez Community Center.

Fire Chief Tom Greenwood presented to Council that the new rates adopted are still too low, and 3 Security Companies should be picked by the Police Department then security companies be placed on the Facility Application. Also suggested in stead of having 2 rates have the same fees for Residents and Non Residents and waiver for funeral services and Non-profit organization

Council agreed to bring this back to Council with the new rates and that such new fee schedule should be under Consent Calendar. New facility rate \$2,500; New Deposit \$1,300

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved to bring back the new fee schedule under Consent as presented.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

17. **SUBJECT:** Grant Writing Services contract with Susan Long for an amount not to exceed \$10,000

Recommendation: Council to approve a contract with Mrs. Long for grant writing services for an amount not to exceed \$10,000

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approve the contract with Mrs. Long for grant writing services for an amount not to exceed \$10,000.

18. **SUBJECT:** Financial Update

Recommendation: Council provide staff with direction

Interim City Manager, Rudy Hernandez, presented the Fiscal Year 2023-24 and Fiscal Year 2024-25 General Fund Budgets and sees a potential financial crisis ahead which must be delt with as part of the Fiscal Year 2023-2024 budget process.

General Fund Financial Deficit Beginning Fiscal Year 2023-2024 (\$400,101)
General Fund Financial Deficit Ending Fiscal Year 2023-2024 (\$550,000-650,000)
General Fund Financial Deficit Ending Fiscal Year 2024-2025 (\$800,000-\$1,000,000)

Explained the Contributing Factors of the deficit and addressed the mitigating General Fund Financial Deficits.

Council discussed and approved to create an Ad-Hoc Committee.

Upon the motion by Mayor Pro Tem Garcia and seconded by Councilwoman Rodriguez, Council approved to create an Ad-Hoc Committee to come up with options to address the General Fund Financial Deficits.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio

NO: None

ABSENT: None

ABSTAIN: None

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.

1. Isaiah Lopez of the Boys and Girls Club presented to Council:
 - 60 Membership Renewal
 - New Programs Youth Career Center ages 10-18
 - Banquet Awards
 - Planning rummage spring sale
 - Resource Fair
 - International Women's Day (students passed out flowers)
 - Updated on the Easter and Cinco De Mayo Parade Events

G. City Manager's Report

None

H. City Attorney's Report

None

I. City Council Communications

Mayor was invited to read to students at McCord School for 2 days and enjoyed it.

J. Closed Session: (8:48 pm)

19. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 3 potential cases
20. Public Employee Appointment (§ 54957): City Manager
21. Public Employee Discipline/Dismissal Release (§ 54957)

K. Reconvene Council Meeting (10:30pm)

Attorney Megan Dodd announced that the Car Seat was approved in the amount of \$259.99

Mayor Silva adjourned the Council Meeting at 10:32 pm.

Respectfully Submitted:

*June V. Bracamontes, City Clerk
City of Orange Cove*

L. Adjournment



ORANGE COVE CITY COUNCIL MINUTES

Diana Guerra Silva, Mayor

Gilbert Garcia, Mayor Pro Tem

Josie Cervantes, Council Member

Maria Vacio, Council Member

Esperanza Rodriguez, Council Member

Orange Cove Council Meeting

WEDNESDAY, MARCH 22, 2023 - 6:30 P.M.

SENIOR CENTER

699 6th Street, Orange Cove, California 93646

LIVE MEETING

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Diana Guerra Silva
Mayor Pro Tem Gilbert Garcia
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez
Councilmember Maria Vacio

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

Invocation Sandra Guerra Estrada
Flag Salute Councilwoman Vacio

B. Confirmation of Agenda

Table Item #6, #7, #8.

Mayor Pro Tem Garcia need to discuss these items now due to the Budget.

Upon the motion Councilwoman Cervantes and seconded by Councilwoman Vacio, Council approved to table Items #6, #7, #8 as presented.

YES: Cervantes, Rodriguez, Vacio
NO: Silva, Garcia
ABSENT: None
ABSTAIN: None

C. Consent Calendar

1. Council Minutes of February 22, 2023
2. Usage of the VPL Community Center for a Funeral Reception on March 23, and March 24 requested by Stephanie Mendoza
3. Station of the Cross Procession April 7, 2023 – 4pm starting at Eaton Park requested by St. Isidore Catholic Church
4. Permission Form from Orange Cove Christian Center to use the property at Eaton Park 6th and Park Blvd. for TNT Fireworks

Item #3 of the Consent Calendar cancelled.

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

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

D. Administration

Chief of Police:

5. **SUBJECT:** Report by Chief of Police regarding the Lease agreement with Flock Cameras

Recommendation: Council to consider approving the Lease agreement with Flock Cameras

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved a 2-year contract with Flock Cameras.

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: None
ABSTAIN: None

Public Works Department:

6. **SUBJECT:** Approval of a Water Treatment Facility (OIT) Operator in Training

Recommendation: Staff recommends that the City Council approve the hiring of a Water Treatment Facility (OIT) Operator in Training

Item tabled.

Interim City Manager:

7. **SUBJECT:** Approval of Resolution No.2023-12 amending the fiscal year 2022-23 General Fund Adopted Budget by reducing projected Land Sales by \$347,000.

Recommendation: For the City Council to approve resolution no.2023-12 amending the FY 2022-23 adopted budget.

Item tabled.

Mayor and City Councilmembers:

8. **SUBJECT:** NALEO conference in New York July 11-13, 2023

Recommendation: Council to give staff direction

Item tabled.

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.

Mr. Manuel Ferreira resident of Orange Cove for the last 33 years expressed his concern about the gangs, shooting, graffiti at the Skate Park and nothing is being done about it. Have to find a way to keep this city a safe place.

Mr. Alfonso Torres Orange Cove High School Varsity Basketball Coach from Reedley. Need to build up this community. Basketball Group would like to use the VPL Community Center facility.

Mr. Brian Young regarding his project would like to move forward with the project. Willing to work with the City.

Mrs. Stephanie Mendoza resident of Orange Cove presented to Council about the youth of Orange Cove in helping and working with the young generation. She volunteered at the Boys and Girls Club. Offered to volunteer at the Community Center to be there to be trained and reach out resources. KCUSD community outreach funding not in Orange Cove yet. Expressed how she would like to volunteer her services in Orange Cove and please to keep her in mind.

Mr. Mahammad Humad owner of Smoke Shop would like to open a trailer in behind the shop to serve Japanese Food, Chicken Wings, Fried Rice. Working with Shun Patlan to get a Business License.

Shun Patlan presented more insight about the above request. Looked into the zoning ordinance allows confessionary wagons also allowed on private property. Will be working with Mr. Humad.

Mr. Isaiah Lopez from the Boys and Girls Club presented to Council the following: Finalizing the Easter Event; Cinco de Mayo scheduled on May 13, 2023.

City Manager stated that the City received a donation from Klein Financial in the amount of \$1500 for the upcoming events.

F. City Manager's Report

None.

G. City Attorney's Report

9. SUBJECT: Employment Agreement for Interim City Manager

Recommendation: Staff recommends Council to approve the employment agreement for Interim City Manager, and that Daniel Parra serve as the Interim City Manager for the City of Orange Cove

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Vacio, Council approved the approve the employment agreement for Interim City Manager, and that Daniel Parra serve as the Interim City Manager for the City of Orange Cove

YES: Silva, Garcia, Cervantes, Rodriguez, Vacio

NO: None

ABSENT: None

ABSTAIN: None

Mr. Dan Parra thanked the City Council and looking forward in elevating and making the City greater.

H. City Council Communications

Mayor Pro Tem Garcia had a concern about the items that were tabled. The Budget for Council Members traveling can help the situation. Council needs to make sacrifices. The NALEO Trip will cost the city over \$10,000 Council needs to think about this for the City.

I. Closed Session: (at 7:22 p.m.)

10. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 2 potential cases
11. Performance Evaluation pursuant to Government Code Section 54957 – Interim City Manager

J. Reconvene Council Meeting

Mayor Silva reconvened the City Council Meeting at 8:30 p.m. and no reportable action taken.

K. Adjournment

Mayor Silva adjourned the City Council Meeting at 8:30 p.m.

Respectfully Submitted:

*June V. Bracamontes, City Clerk
City of Orange Cove*



MINUTES SPECIAL CITY COUNCIL MEETING

Diana Guerra Silva, Mayor

Gilbert Garcia, Mayor Pro Tem

Maria Vacio, Council Member

Josie Cervantes, Council Member

Esperanza Rodriguez, Council Member

WEDNESDAY, MARCH 29, 2023 – 12:00 P.M.

SENIOR CENTER

699 6th Street, Orange Cove, California 93646

LIVE MEETING

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Diana Guerra Silva (absent)
Mayor Pro Tem Gilbert Garcia
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez
Councilmember Maria Vacio

STAFF PRESENT: City Manager Daniel T. Parra
City Attorney Megan Dodd
City Clerk June V. Bracamontes

Invocation Mayor Pro Tem Garcia
Flag Salute Mayor Pro Tem Garcia

B. Confirmation of Agenda

No Changes

C. Consent Calendar:

1. Facility Use Application for the usage of the VPL Community Center Decoration April 3 and April 4, 2023 for a Funeral Reception requested by Sabrena Velasquez

2. Facility Use Application for the usage of the VPL Community Center for a Quincenera Decoration on January 12, 2024 and Event January 13, 2024 requested by Gabriela Gonzalez

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

YES: Garcia, Cervantes, Rodriguez, Vacio
NO: None
ABSENT: Silva
ABSTAIN: None

D. Closed Session: (12:08 pm)

3. Public Employee Appointment (section 54957)
Title: Finance Director
4. Conference With Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 1 potential case

E. Reconvene City Council Meeting:

Mayor Pro Tem Garcia reconvened the City Council Meeting at 12:59 pm and no reportable action taken.

F. Adjournment:

Mayor Pro Tem Garcia adjourned the City Council Meeting at 1:00 p.m.

Respectfully Submitted:

*June V. Bracamontes, City Clerk
City of Orange Cove*

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This Finance Director Agreement ("Agreement") is entered into on April 12, 2023, by and between the City of Orange Cove, a municipal corporation ("city"), and Ellie Velicescu ("Velicescu"), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

Velicescu desires to become the new Finance Director and City desires to appoint Velicescu as the new Finance Director, subject to the terms of this Agreement.

AGREEMENT

1. Employment. City will employ Velicescu as the Finance Director, effective April 11, 2023, and Velicescu will be an at-will employee serving at the pleasure of the City Manager subject to the terms and conditions set forth herein. Velicescu's employment with the City as Finance Director is at the mutual consent of both Velicescu and the City, and there are no express or implied agreements contrary to the foregoing. Velicescu shall be a full-time Finance Director during her employment with the City.

2. Term. This Agreement and Velicescu's employment as Finance Director shall continue until terminated by either party, with or without cause, in accordance with the provisions of this Agreement, or modified or amended by mutual written agreement of both parties.

3. Salary. Velicescu shall receive a salary of \$97,000 annually (\$8,083.33 monthly salary). Velicescu shall be entitled to cost of living adjustments as approved for all employee salary schedules of the City.

4. Performance Evaluations. Velicescu shall receive an annual performance evaluation, or more often as may be requested by the City Manager or Velicescu.

5. Residency. Velicescu need not be a resident of the City of Orange Cove during her employment as Finance Director but shall reside within no more than an average one (1) hour driving distance to Orange Cove.

6. Duties and Professional Conduct. Velicescu shall have the powers and shall perform the functions and duties specified in applicable provisions of the Orange Cove Municipal Code and applicable City administrative rules and policies for the city manager.

7. Automobile Allowance. Velicescu shall, at her expense, provide an automobile for use in carrying out her duties as Finance Director. City shall provide Velicescu a monthly automobile allowance of Five Hundred (\$500) for Velicescu's use of a personal vehicle for City business. Velicescu shall be solely responsible for all expenses to use, maintain, operate, and insure the vehicles and automobiles used by Velicescu.

8. Automobile Allowance. Velicescu shall, at her expense, provide an automobile for use in carrying out her duties as Finance Director. City shall provide Velicescu a monthly automobile allowance of Five Hundred (\$500) for Velicescu's use of a personal vehicle for City business. Velicescu shall be solely responsible for all expenses to use, maintain, operate, and insure the vehicles and automobiles used by Velicescu.

9. Health, Retirement, and Other Benefits. City shall provide Velicescu with the same health, dental, life and vision insurance coverage and other benefits as are provided other executive management employees of the City.

10. Vacation, Sick Leave, and Administrative Leave. Upon commencement of employment with the City, Velicescu shall immediately begin accruing vacation leave at the same level as employees with five (5) years of continuous employment with the City; such accrual rate being fifteen (15) days per year. Such initial placement is for the limited purpose of determining Velicescu's vacation leave accrual rate only, and for no other purpose. Such annual accrual of vacation leave shall continue throughout Velicescu's employment, unless otherwise modified by the parties. Upon commencement of her employment, Velicescu shall receive the full allocation of vacation days (20), 96 hours (12 days) of sick leave and 80 hours (10 days) of administrative leave available to the Finance Director. Except with respect to the initial placement for vacation leave accrual, the full allocation of annual sick leave and administrative leave, Velicescu shall be subject to applicable City ordinances, resolutions, rules, and policies pertaining to accrual and use of such leaves by executive management employees and as the same currently exist and may hereafter be modified.

11. Termination and Severance.

a. Termination Without Cause. Velicescu is an at-will employee serving at the pleasure of the City Manager and may terminate this Agreement at any time without cause. In the event the City Manager terminates Velicescu employment without cause, Velicescu will be entitled to severance pay in an amount equal to three months base salary. In addition, the City shall provide for a continuation of health insurance benefits which Velicescu is receiving at the time of termination for a period of three months.

b. Termination for Cause. The City may terminate this Agreement for cause immediately upon written notice to Velicescu. If Velicescu is terminated for cause, Velicescu shall not be entitled to the severance compensation under this Section.

12. Resignation Notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with Velicescu's right to resign from her employment with the City at any time. Velicescu agrees to give City at least two weeks (14) days written notice prior to the effective date of resignation and shall make reasonable efforts to give City at least sixty (30) days prior written notice. If Velicescu resigns voluntarily (without a request from the City Manager to resign), Velicescu shall not be entitled to the severance compensation under Section 10 herein.

13. Professional Meetings. Velicescu is expected to attend appropriate professional meetings and conferences at local and state levels, including but not limited to the League of California Cities and to periodically report to the City Council regarding meetings attended. The annual budget for Velicescu's attendance at conferences and/or professional meetings shall be included in the City's annual budget.

14. Expense Reimbursement. City shall reimburse Velicescu for actual and necessary expenses incurred within the scope of employment in accordance with applicable City reimbursement schedules and policies. City shall pay for or reimburse Velicescu's actual and necessary travel and subsistence expenses for professional and official travel to meetings, courses, seminars, and occasions reasonably necessary to adequately pursue official duties and other functions for the City, and to continue Velicescu's professional development as authorized by the City Manager.

15. Indemnification. In accordance with Government Code section 825, et seq., City shall defend, hold harmless, and indemnify Velicescu against any claim or action against her arising out of an alleged act or omission occurring in the scope of her employment with the City, and Velicescu shall reasonably cooperate in good faith in the defense. This provision is not intended to and shall not operate to expand the protections afforded to Velicescu or the City's obligations as provided in Government Code section 825 et seq., except that this Section shall operate as Velicescu's standing written request to the City for defense and indemnity as required by Government Code section 825 for any and all claims or action against her arising out of an alleged act or omission occurring in the scope of her employment with the City whether such claim is submitted or action commenced during or after her employment with the City.

16. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

To City: Orange Cove City Manager
c/o City Attorney of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

To Velicescu: Ellie Velicescu
Finance Director of Orange Cove 633 Sixth Street
Orange Cove, CA 93646

Notices shall be deemed given as of the date of personal service or upon the date of deposit during transmission with the U.S. Postal Service.

17. Bonding. City shall bear the full cost of any bond(s) or insurance required of Velicescu to perform her duties pursuant to this Agreement under any law or ordinance.

18. Dispute Resolution. Any disputes over the interpretation or application of this Agreement shall be submitted to mediation at least thirty (30) days prior to either party filing a claim with the City or any administrative agency or initiating litigation over the dispute. The parties shall mutually agree upon a mediator and share equally in the costs of the mediation. Either party may initiate mediation by providing written notice to the other party. Mediation shall thereafter be conducted at the soonest possible time. The parties shall in good faith cooperate in selecting the mediator and scheduling the mediation.

19. Supplemental Agreement. This Agreement is supplemental to the provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and City's salary schedule for the position of Finance Director. The applicable provisions of the Orange Cove Municipal Code, the

City's Benefits Resolution, and the City's salary schedule shall control over all aspects of the Finance Director position not addressed by this Agreement.

20. General Provisions.

a. Governing Law and Venue. This Agreement and the rights and the obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, the venue shall be the state courts located in Fresno County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.

c. No Assignment. Velicescu may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be modified, amended, or supplemented orally. This Agreement may be modified, amended, or superseded only by a written instrument executed by both parties.

e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.

CITY OF ORANGE COVE

FINANCE DIRECTOR

By: _____
Daniel Parra, City Manager

By: _____
Ellie Velicescu, Finance Director

APPROVED AS TO FORM

By: _____
Megan Dodd, City Attorney

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim City Manager Employment Agreement ("Agreement") is entered into on February 15, 2023, by and between the City of Orange Cove, a municipal corporation ('city'), and Daniel Parra ("Parra"), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

Parra desires to become the new Interim City Manager and City desires to appoint Parra as the new Interim City Manager, subject to the terms of this Agreement.

AGREEMENT

1. **Employment.** City will employ Parra as the Interim City Manager, effective March 2023, and Parra will be an at-will employee serving at the pleasure of the City Council subject to the terms and conditions set forth herein. Parra's employment with the City as Interim City Manager is at the mutual consent of both Parra and the City, and there are no express or implied agreements contrary to the foregoing. Parra shall be a full-time Interim City Manager during his employment with the City.
2. **Term.** This Agreement and Parra's employment as Interim City Manager shall continue until terminated by either party, with or without cause, in accordance with the provisions of this Agreement, or modified or amended by mutual written agreement of both parties.
3. **Salary.** Parra shall receive a salary of \$130,000 annually (\$10,833.33 monthly salary). Parra shall be entitled to cost of living adjustments as approved for all employee salary schedules of the City.
4. **Performance Evaluations.** Parra shall receive an annual performance evaluation, or more often as may be requested by the City Council or Parra.
5. **Residency.** Parra need not be a resident of the City of Orange Cove during his employment as Interim City Manager but shall reside within no more than an average one (1) hour driving distance to Orange Cove.
6. **Duties and Professional Conduct.** Parra shall have the powers and shall perform the functions and duties specified in applicable provisions of the Orange Cove Municipal Code and applicable City administrative rules and policies for the city manager. Parra shall also perform such additional duties as may be assigned by the City Council. Parra shall adhere to the professional standards of conduct as prescribed by the international; City/County Management Association (ICMA).
7. **Automobile Allowance.** Parra shall, at his expense, provide an automobile for use in carrying out his duties as Interim city manager. City shall provide Parra a monthly automobile allowance of Six Hundred (\$600) for Parra's use of a personal vehicle for City business. Parra shall be solely

responsible for all expenses to use, maintain, operate, and insure the vehicles and automobiles used by Parra.

8. Health, Retirement, and Other Benefits. City shall provide Parra with the same health, dental, life and vision insurance coverage and benefits as are provided other executive management employees of the City, including the City paying the annual premium for a \$50,000.00 term life insurance policy covering Parra during his period of employment with the City as Interim City Manager. Parra shall have the sole discretion in designating any beneficiary(ies) under such life insurance policy. After 150 days of employment, city shall deposit 25% allowed by federal law to the city's 457/deferred compensation program to the benefit of Parra.

9. Vacation, Sick Leave, and Administrative Leave. Upon commencement of employment with the City, Parra shall immediately begin accruing vacation leave at the same level as employees with ten (10) years of continuous employment with the City; such accrual rate being twenty (20) days per year. Such initial placement is for the limited purpose of determining Parra's vacation leave accrual rate only, and for no other purpose. Such annual accrual of vacation leave shall continue throughout Parra's employment, unless otherwise modified by the parties. Upon commencement of his employment, Parra shall receive the full allocation of vacation days (20), 96 hours (12 days) of sick leave and 80 hours (10 days) of administrative leave available to the City Manager. Except with respect to the initial placement for vacation leave accrual and the full allocation of annual sick leave and administration leave, Parra shall be subject to applicable City ordinances, resolutions, rules and policies pertaining to accrual and use of such leaves by executive management employees and the City Manager as the same currently exist and may hereafter be modified.

10. Termination and Severance.

a. Termination Without Cause. Parra is an at-will employee serving at the pleasure of the Council. A majority of the City Council may terminate this Agreement at any time without cause by providing at least thirty (30) days written notice to Parra. In the event of termination without cause, Parra shall be entitled to the following severance compensation. The salary paid in the form of severance under (I) below shall be paid in one lump sum and in the same manner as the customary payout of earned salary.

(I) six (6) months salary if this agreement is terminated without cause by the City Council.

b. Termination for Cause. The City may terminate this Agreement for cause immediately upon written notice to Parra. If Parra is terminated for cause, Parra shall not be entitled to the severance compensation under this Section.

11. Resignation Notice. Nothing in this Agreement shall prevent, limit or otherwise interfere with Parra's right to resign from his employment with the City at any time. Parra agrees to give City at least forty-five (45) days written notice prior to the effective date of resignation and shall make reasonable efforts to give City at least sixty (60) days prior written notice. If Parra resigns voluntarily

(without a request from the City Council to resign), Parra shall not be entitled to the severance compensation under Section 10 herein.

12. Professional Meetings. Parra is expected to attend appropriate professional meetings and conferences at local and state levels, including but not limited to the League of California Cities and ICMA, and to periodically report to the City Council regarding meetings attended. The annual budget for Parra's attendance at conferences and/or professional meetings shall be included in the City's annual budget.

13. Expense Reimbursement. City shall reimburse Parra for actual and necessary expenses incurred within the scope of employment in accordance with applicable City reimbursement schedules and policies. City shall pay for or reimburse Parra's actual and necessary travel and subsistence expenses for professional and official travel to meetings, courses, seminars, and occasions reasonably necessary to adequately pursue official duties and other functions for the City, and to continue Parra's professional development as authorized by the City Council.

14. City Council/Manager Relations. In accordance with applicable law and Orange Cove Municipal Code provisions governing the City Council - Manager form of government, the City Council and each Council member shall deal with the administrative services of the City only through the City Manager, except for the purpose of inquiry, and neither the City Council nor any Council member shall give orders or instructions to any subordinates of the City Manager. The City Manager shall take orders and instructions from the City Council only when sitting in a duly convened meeting of the City Council, and no individual Council member shall give any orders or instructions to the City Manager.

15. Indemnification. In accordance with Government Code section 825, et seq., City shall defend, hold harmless, and indemnify Parra against any claim or action against his arising out of an alleged act or omission occurring in the scope of his employment with City, and Parra shall reasonably cooperate in good faith in the defense. This provision is not intended to and shall not operate to expand the protections afforded to Parra or the City's obligations as provided in Government Code section 825 et seq., except that this Section shall operate as Parra's standing written request to the City for defense and indemnity as required by Government Code section 825 for any and all claims or action against his arising out of an alleged act or omission occurring in the scope of his employment with City whether such claim is submitted or action commenced during or after his employment with the City.

16. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

To City: Orange Cove City Council
c/o City Attorney City of Orange Cove 633 Sixth Street
Orange Cove, CA 93646

To Parra: Daniel Parra
Interim City Manager City of Orange Cove 633 Sixth Street
Orange Cove, CA 93646

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the U.S. Postal Service.

17. Bonding. City shall bear the full cost of any bond(s) or insurance required of Parra to perform his duties pursuant to this Agreement under any law or ordinance.

18. Dispute Resolution. Any disputes over the interpretation or application of this Agreement shall be submitted to mediation at least thirty (30) days prior to either party filing a claim with the City or any administrative agency or initiating litigation over the dispute. The parties shall mutually agree upon a mediator and share equally in the costs of the mediation. Either party may initiate mediation by providing written notice to the other party. Mediation shall thereafter be conducted at the soonest possible time. The parties shall in good faith cooperate in selecting the mediator and scheduling the mediation.

19. Supplemental Agreement. This Agreement is supplemental to the provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and City's salary schedule for the position of City Manager. The applicable provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and the City's salary schedule shall control over all aspects of the City Manager position not addressed by this Agreement.

20. General Provisions.

a. Governing Law and Venue. This Agreement and the rights and the obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, the venue shall be the state courts located in Fresno County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.

c. No Assignment. Parra may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be modified, amended, or supplemented orally. This Agreement may be modified, amended, or superseded only by a written instrument executed by both parties.

e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.

CITY OF ORANGE COVE

INTERIM CITY MANAGER

By: _____
Diana Guerra Silva, Mayor

By: _____
Daniel T. Parra

APPROVED AS TO FORM

Megan Dodd, City Attorney