



AGENDA
ORANGE COVE CITY COUNCIL
REGULAR MEETING
June 14th, 2023
6:30 PM

City of Orange Cove Council Chambers
633 6th St.
Orange Cove, CA 93646

CALL TO ORDER/WELCOME

Roll call
Invocation
Flag Salute

CONFIRMATION OF AGENDA

SPECIAL PRESENTATION(S)

- Presentation to the 2022-2023 Orange Cove High School Titans Varsity Softball Team

CONSENT CALENDAR

(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar).

- 1) Minutes of the May 24, 2023 regular Council meeting.
- 2) Minutes of the June 7, 2023 special Council meeting.
- 3) Warrants dated June 9, 2023.

Silva
Silva
Velicescu

REGULAR BUSINESS

- 4) **SUBJECT:** Consider change in City health plan coverage. *Velicescu*

RECOMMENDATION: Approve change in City of Orange Cove Health plan coverage as recommended – from Anthem Blue Cross Platinum to Anthem Blue Cross Bronze 6850.

- 5) **SUBJECT:** Consideration of Budget for Fiscal Year 2023-2024. *Velicescu*

RECOMMENDATION: Approve Resolution No. 2023-21 adopting Budget for Fiscal Year 2023-2024.

- 6) **SUBJECT:** Resolution authorizing investment of City of Orange Cove monies in the Local Agency Investment Fund (LAIF). *Velicescu*

RECOMMENDATION: Approve Resolution No. 2023-20, A Resolution of the City Council of the City of Orange Cove, California authorizing investment of monies in the Local Agency Investment Fund.

- 7) **SUBJECT:** Approval of Transportation Funding Claim for fiscal year 2023-2024. *Velicescu*

RECOMMENDATION: Approve Transportation Funding Claim for fiscal year 2023-2024 as presented.

- 8) **SUBJECT:** Contract between Power Business Technology and City of Orange Cove for the use of office printers. *Velicescu*

RECOMMENDATION: Approve Contract between Power Business Technology and City of Orange Cove for the use of office printers.

- 9) **SUBJECT:** Discussion regarding Vacation and Compensation payout of accrued time in excess of capped benefits. *Velicescu*

RECOMMENDATION: Approve payout regarding Vacation and Compensation payout of accrued time in excess of capped benefits.

- 10) **SUBJECT:** Presentation and discussion regarding Measure “O” language *Parra*

RECOMMENDATION: Approve language for Measure “O”.

11) **SUBJECT:** Consideration of Ordinance No. 394 Amending Title 3 Chapter 3.08.040 and 03.08.050 of the Orange Cove Municipal Code regarding spending limits.

Parra

RECOMMENDATION: Introduce and waive the first reading of Ordinance No. 394 Amending Title 3 Chapter 3.08.040 and 03.08.050 of the Orange Cove Municipal Code regarding spending limits.

PUBLIC HEARINGS

None Scheduled

DEPARTMENTAL REPORTS

- Assistant City Manager/ Public Works Director – *Presentation of monthly report* *Dominguez*
- Planning – *Presentation of monthly Report* *Patlan*
- Police - *Presentation of monthly Report* *Pena*
- City Clerk
- Fire – *Presentation of monthly Report* *Greenwood*

CITY MANAGER’S REPORT

CITY ATTORNEY’S REPORT

COUNCIL REPORTS

- Mayor Diana Guerra Silva
- Mayor Pro Tem Gilbert Garcia
- Councilmember Josie Cervantes
- Councilmember Esperanza Rodriguez
- Councilmember Maria Vacio

ORAL COMMUNICATIONS

Notice(s) to the Public: At this time, any member of the public may address the City Council regarding any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes.

CLOSED SESSION

Nothing Scheduled.

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 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 MEETING WEDNESDAY, MAY 24TH, 2023 – 6:30 PM

A meeting of the Orange Cove City Council was called to order at 6:30 p.m. in the Orange Cove City Hall Council Chambers. Council members answering roll call were: Mayor D. G. Silva, Mayor Pro Tem G. Garcia, J. Cervantes, E. Rodriguez, and M. Vacio. Also present were City Manager D. Parra, Assistant City Manager/Public Works Director D. Dominguez, City Attorney M. Dodd, Chief of Police J. Pena, Finance Director N. Velicescu, Director of Planning S. Patlan, City Clerk J. Bracamontes, Municipal Clerk/HR Analyst D. Silva.

The agenda for this meeting was posted in a location visible at all times by the general public seventy-two hours prior to this meeting.

CONFIRMATION OF AGENDA: After discussion, J. Cervantes moved to confirm the Agenda as presented. The motion was seconded by Council member H. Rodriguez.

PRESENTATION: Mayor D. Silva read and presented D. Dominguez Assistant City Manager/ Public Works Director with a Proclamation declaring May 22nd – May 26th National Public Works Week. He thanked the Mayor for the recognition/ proclamation. He also invited the council to attend a BBQ provided to Public Works Department.

CONSENT CALENDAR: Motion to approve the Consent Calendar was made by Mayor Pro Tem G. Garcia and seconded by Council member H. Rodriguez. Motion carried with the following vote:

AYES:	5 COUNCIL MEMBERS:	Garcia, Rodriguez, Silva, Cervantes, Vacio
NOES:	0 COUNCIL MEMBERS:	None
ABSTAIN:	0 COUNCIL MEMBERS:	None
ABSENT:	0 COUNCIL MEMBERS:	None

- a. Warrants of April 2023 approved by standard motion.
- b. Minutes of April 26th, 2023 & May 10th, 2023 & May 17th, 2023 approved as written.
- c. Apostolic Faith Tabernacle #1 and #2 fireworks permit approved by standard motion.
- d. Orange Cove Christian Center fireworks stand permit approved by standard motion.
- e. Disposal of the identified surplus vehicles and electric carts as listed in Exhibit A, approved by standard motion.

REPORT ON CITY PROJECTS PRESENTED BY CITY ENGINEER M. GIERSCH: City Engineer Giersch was not present so the monthly Engineers Report was postponed. Assistant City Manager D. Dominguez reported that approximately \$80,000 additional in funding is needed to proceed with the Eaton Park project.

REPORT ON CITY PROJECTS PRESENTED BY PLANNING DIRECTOR S. PATLAN: Planning director Patlan reported on the Macias Project and the Yanez Projects.

Mr. Armando Gonzalez appeared before council to let them know that the homes behind the bakery property need repair.

MONTHLY REPORTS BY CHIEF OF POLICE J. PENA: Police Chief Pena reviewed for Council the April Police Department call stats. He also reported that there have been zero animal dog bites reported during the month. A member of the audience stepped forward to suggest that speed bumps be installed on Gutierrez Ave.

PUBLIC FORUM: Ms. Yanet Yepez stepped forward to ask council for approval to sell shakes & fruit cups out of her home. It was reported that the City Manager would get back to them with the information they needed.

Mr. Isaiah Lopez had reported on the stats for the Boys & Girls Club, indicating there are 125 enrolled members. About 20-25 youth members currently attend this program.

Mr. Manuel Ferrerio reported that there was new graffiti on the Christian Church and that the graffiti has been removed.

CITY MANAGER REPORTS: City Manager Parra reported on Grant Writing and a change to the City's Insurance carrier.

CITY COUNCIL COMMUNICATIONS: Mayor Pro Tem G. Garcia had mentioned that the Cinco de Mayo event had a great turnout. He also reported that the Orange Cove girls' softball team had won the Valley Championship.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:14 PM.

Respectfully submitted,

Dora Silva
Municipal Clerk/HR Analyst

**MINUTES
CITY OF ORANGE COVE
SPECIAL MEETING
JUNE 7, 2023**

A special meeting of the Orange Cove City Council was called to order at 11:05 a.m. in the Council Chambers. The purpose of the special meeting was to approve the sale of City-owned land for development purposes.

The agenda for this meeting was duly posted in a location visible to the public twenty-four hours prior to this meeting.

ROLL CALL: Council member Cervantes called the meeting to order at 11:05 a.m. in the Council Chambers. Council members answering roll call were: Cervantes, Rodriguez, Vacio. Mayor Silva and Mayor Pro Tem Garcia were absent.

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION APPROVING REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESCROW INSTRUCTIONS FOR PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS: Planning Director Patlan reviewed for the Council the need to reapprove the two following Resolutions in order to meet the State of California's Land Act requirements.

After discussion, motion to approve **RESOLUTION NO 2023-18, A RESOLUTION OF THE CITY OF ORANGE COVE APPROVING REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESCROW INSTRUCTIONS FOR PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS – APN 378-200-22T AND 378-200-84T (Singh, Purchaser)**. Motion carried with the following vote:

AYES:	3	COUNCIL MEMBERS:	Cervantes, Rodriguez, Vacio
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	2	COUNCIL MEMBERS:	Silva, Garcia

CONSIDERATION AND NECESSARY ACTION ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING THE REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESCROW INSTRUCTIONS AND A DEED OF TRUST AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS: After discussion, motion to approve **RESOLUTION NO. 2023-19, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING REAL PROPERTY PURCHASE AND SALES AGREEMENT AND ESCROW INSTRUCTIONS AND A DEED OF TRUST AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS – APN 378-200-62 (Young, Purchaser)**. Motion carried with the following vote:

AYES:	3	COUNCIL MEMBERS:	Cervantes, Rodriguez, Vacio
NOES:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None
ABSENT:	2	COUNCIL MEMBERS:	Silva, Garcia

ADJOURNMENT: There being no further business the meeting was adjourned at 11:09 a.m.

Respectfully Submitted by

Dora Silva
Municipal Clerk/ HR Analyst

Diana G. Silva
Mayor

Next Resolution No. 2023-20

REPORT.: Jun 09 23 Friday
RUN....: Jun 09 23 Time: 14:03
Run By.: Dora Silva

CITY OF ORANGE COVE
Cash Disbursement Detail Report
Check Listing for 05-23 thru 05-23 Bank Account.: 1010

PAGE: 001
ID #: PY-06
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049446	05/17/23	DLL01	DE LAGE LANDEN PUBLIC FIN	-4136.29	78862698u	Ck# 049446 Reversed
049679	05/04/23	APV01	ARAMARK- ACCOUNTS RECEIVA	56.38	580164163	JANITORIAL SERVICES FOR WWTP INV #2580164163
049680	05/04/23	BAC03	BRYANS AUTO CENTER	167.73	21400	REPLACE IGNITION CYLINDER & NEW KEY TRUCK #204
049681	05/04/23	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	30657855	MARCH 2023 PROPERTY DETAIL REPORT
049682	05/04/23	COC12	CITY OF ORANGE COVE	218.32	05/31/23	UTILITY SUBSISTANCE PROGRAM FY 2022-2023
049683	05/04/23	COL03	COLLINS & SCHOETTLER	258.75	1389	PLANNING CONSULTANT
049684	05/04/23	COOK1	COOK'S COMMUNICATION	880.00	153498	INSTALLED 2 BADGER METERS ORION FIXED NETWORK
049685	05/04/23	CVI02	VAST NETWORKS	5030.72 4994.07	42518 43344	PHONE SERVICES & COMMUNICATIONS FOR ALL DEPTS. PHONE SERVICES & COMMUNICATIONS FOR ALL DEPTS.
			Check Total.....:	10024.79		
049686	05/04/23	DAP01	DODSON AUTO PARTS	2500.00	04172023	SMALL BUSINESS GRANT FY 2022-2023
049687	05/04/23	DIO00	DIONICIO RODRUEZ JR.	1650.00	0010354	PROFESSIONAL SERVICES FOR WTP INV #0010354
049688	05/04/23	DLC01	DINUBA LUMBER CO	39.02 12.28	565763 577516	130Z PRIMER INVOICE #565763 SERVICE CHARGE INVOICE #577516
			Check Total.....:	51.30		
049689	05/04/23	DOJ01	DEPARTMENT OF JUSTICE	32.00	648869	FINGERPRINTS APPS FOR PD INVOICE #648869
049690	05/04/23	FGS01	FRUIT GROWERS SUPPLY CO	62.37	92372596	RAKE BOW CARONA & FRICTION TAPE INV #93272596
049691	05/04/23	FOO02	FOOTHILL AUTO TRUCK & AG	80.96	925081	BALL MOUNT & BALL FOR RAM 2500
049692	05/04/23	FWUA1	FRIANT WATER AUTHORITY	1646.00	116286	MONTHLY SHARE FKC ROUTINE OM&R COST-MAY 2023
049693	05/04/23	MIS02	MISSION COMMUNICATIONS, L	1162.80	1074286	LIFT STATION SERVICE LAA PUMP SERVICE
049694	05/04/23	PAR34	DANIEL T. PARRA	600.00	05/03/23	AUTO ALLOWANCE-FOR MONTH MAY 2023 D.PARRA
049695	05/04/23	PAT07	ENCARNACION PATLAN	700.00	05/03/23	AUTO ALLOWANCE-MONTH APR. 2023 S.PATLAN
049696	05/04/23	PBM01	PBM SUPPLY & MFG, INC	9605.29	980726	NEW SPRAYER FOR WWTP INVOICE #980726
049697	05/04/23	PGE22	PG&E	1005.64	04/06/23	UTILITY SUBSISTANCE PRORAM FY 2022-2023
049698	05/04/23	PRO21	PROFESSIONAL PRINT & MAIL	2339.44	116376	PRINTING-LETTERS SPRING CLEAN UP MAILING

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 RUN...: Jun 09 23 Time: 14:03
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CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049699	05/04/23	QUI05	QUILL CORPORATION	280.86	32045490	OFFICE SUPPLIES FOR CITY HALL INV #32045490
049700	05/04/23	SBS01	GOODSUITE	489.08	INV182439	OVERAGES CHARGE 3/1/23-3/31/23 REMOTE IT SERVICES
049701	05/04/23	SL001	SUSAN LONG	1608.75	03/31/23	GRANT WRITING & CONSULTING LEGISLATIVE FUND REQ
049702	05/04/23	SLC01	SHAVER LAKE CONSTRUCTION	206.62	770	PITMAN HOIST-MOVE IN & MOVE OUT CITY CHRISTMAS TRE
049703	05/04/23	SOC22	SO CAL GAS	129.14	05/04/23	UTILITY SUBSISTANCE PROGRAM FY 2022-2023
049704	05/04/23	STA02	STATE CONTROLLER DEP. ACC	2676.03	-00003690	ANNUAL STREET REPORT 2021/2022 INV #FAUD-00003690
049705	05/04/23	TI101	TELSTAR INSTRUMENTS INC	2232.00 766.00	116190 116200	WIN911 ALAMS CALL OUT & TROUBLE SHOT TANSDUCER SERVICE AUTO DEALER ALAM INVOICE #116200
Check Total.....:				2998.00		
049706	05/04/23	TOF01	AAA BUSINESS SUPPLIES	269.88	2262049-0	OFFICE SUPPLIES-COPY PAPER FOR CITY HALL
049707	05/04/23	USB01	U.S. BANK	8456.62	04/27/23	CREDIT CARD ENDING 0483-MAIN ACCT.
049708	05/04/23	VEL02	Nuria A. Velicescu	500.00	05/03/23	AUTO ALLOWANCE FOR MONTH MAY 2023 N.VELICESCU
049709	05/05/23	G&A01	GIERSCH & ASSOCIATES INC.	48392.28	MAR. 2023	CITY ENGINEER SERVICES FOR THE MONTH - MARCH 2023
049710	05/10/23	OCP02	ORANGE COVE FIRE PROTECTI	65.00	132	CPR CLASS FOR LAWRENCE QUINTANA INVOICE #132
049711	05/10/23	APV01	ARAMARK- ACCOUNTS RECEIVA	77.92 65.26 63.13 67.51 68.98 63.13 154.95 67.51 65.26 63.13 67.51 68.98 63.13 154.95 30.75	580171225 580171275 580171287 580174685 580174746 580174758 580174785 580178157 580178223 580178241 580181872 580181881 580181882 580181887 580185389	JANITORIAL SUPPLIES-WTP INVOICE #2580171225 JANITORIAL SERVICES-CITY HALL INV #2580171275 JANITORIAL SUPPLIES INV #2580171287 JANITORIAL SUPPLIES - WTP INVOICE #2580174685 JANITORIAL SUPPLIES-CITY HALL INV #2580174746 JANITORIAL SUPPLIES-PWD INV #2580174758 JANITORIAL SUPPLIES- INV #2580174785 JANITORIAL SUPPLIES FOR WTP INVOICE #2580178157 JANITORIAL SUPPLIES-CITY HALL INV #2580178223 JANITORIAL SUPPLIES-PWD INVOICE #2580178241 JANITORIAL SUPPLIES FOR WTP INVOICE #2580181872 JANITORIAL SUPPLIES-CITY HALL INVOICE #2580181881 JANITORIAL SUPPLIES FOR PWD INVOICE #2580181882 JANITORIAL SUPPLIES-PD INVOICE #2580181887 JANITORIAL SUPPLIES SENIOR CENTER INV #2580185389
Check Total.....:				1142.10		
049712	05/10/23	AV002	ANDREW W. VALENCIA	27.54	05/02/23	REIMBURSEMENT-CASE FOR IPAD A.VALENCIA
049713	05/10/23	AWC01	ALLIED WEED CONTROL, INC.	6900.00	1654	ANNUAL WEED CONTROL INVOICE #1654

REPORT.: Jun 09 23 Friday
 RUN...: Jun 09 23 Time: 14:03
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PAGE: 003
 ID #: PY-DP
 CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049713	05/10/23	AWC01	ALLIED WEED CONTROL, INC.	1900.00 1275.00	1655 1656	WEED CONTROL ANNUAL WEED CONTROL INVOICE #1655 ANNUAL WEED CONTROL INVOICE #1654
Check Total.....:				10075.00		
049714	05/10/23	BSK01	BSK ASSOCIATES	972.50	AG09719	WATER SAMPLES FOR WTP INVOICE AG09719
049715	05/10/23	CAZ02	MANUEL CAZARES	34.59	04/11/23	PATROL RIFFLE TRAINING MEALS REIMBURSEMENT-CAZARES
049716	05/10/23	COC12	CITY OF ORANGE COVE	1629.66	05/09/23	UTILITY PROGRAM FY 2022-2023
049717	05/10/23	COL03	COLLINS & SCHOETTLE	57.50	1398	PLANNING CONSULTANT INVOICE #1398
049718	05/10/23	DLC01	DINUBA LUMBER CO	263.08	586845	LADDER & FLUORESCENT LAMPS-CITY HALL
049719	05/10/23	EPI02	EPIC SPORTS	853.30	6884585	PEE WEE FOOTBALL GEAR-2023 INVOICE #6884585
049720	05/10/23	FCC01	FRESNO CITY COLLEGE	140.00	17293485	FIELD TRAINING OFFICERS SCHOOL POST MANDOATED TRAI
049721	05/10/23	FCSFF	FRESNO COUNTY SHERIFF	469.70	SO20461	PRISONER PROCESSING SERVICES INVOICE #SO20461
049722	05/10/23	FGS01	FRUIT GROWERS SUPPLY CO	1.57 199.88 120.73 38.73 57.92 27.25 18.75 7.74 119.63	92374337 92374357 92375031 92375228 92375319 92375637 92376431 92377666 92377837	ROPE RECOIL FOR BACKWASH RECLAIM SYSTEM WATER IGLOO COOLER FOR EVENTS COMMITTEE SPRAYER BACKPACK FOR WEED CONTROL CONCRETE FENCE POST MIX 50LBS. INVOICE #92375228 MASTER LOCK FOR WATER METERS FUEL CAN FOR WTP BATTERY ALKALINE AAA 4-PACK FOR WTP PLUMBING SUPPLIES FOR WTP MASTER LOCK FOR WATER METERS
Check Total.....:				592.20		
049723	05/10/23	FOO02	FOOTHILL AUTO TRUCK & AG	66.47 54.51 2.89 39.58	925336 925653 926187 926308	LOCKWASH, CP SCREWS & NO8 NUT BOOSTER CABLE INVOICE #925653 HAIR PIN INVOICE #926187 CAR WASH KIT FOR STAFF CAR INVOICE #926308
Check Total.....:				163.45		
049724	05/10/23	FRE30	FRESNO COUNCIL OF GOVERNMENT	14010.27	81072/813	MULTI-JURISDICTIONAL HOUSING ELEMENT/PER AGREEMENT
049725	05/10/23	FRON1	FRONTIER	19.55	04/07/23	NON-BASIC CHARGES-SAL 4 WIRE, SPECIAL TRANSPORT
049726	05/10/23	FWUA1	FRIANT WATER AUTHORITY	1026.50	115582	FINAL JJP PAYMENT AUGUST 2022 INV #115582
049727	05/10/23	GRL01	LINO SALINAS	1300.00	042023	ENTERTAINMENT-CINCO DE MAYO FIESTA 2023

REPORT.: Jun 09 23 Friday
 RUN....: Jun 09 23 Time: 14:03
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 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049728	05/10/23	HWS01	HEALTHWISE SERVICES, LLC	28.13	000147506	KIOSK LEASE FEE INV #0000147506
049729	05/10/23	OCTS1	ORANGE COVE TIRE SERVICE	38.00 117.59 118.47 154.47	28528 28544 28577 28583	MOUNT & BALANCE TIRE-UNIT 15-05 OIL CHANGE & TIRE ROTATION-UNIT 202 OIL CHANGE-UNIT 19-07 INSTALL NEW TIRES & ROTATION-UNIT 21-08
			Check Total.....:	428.53		
049730	05/10/23	PVR01	PETER VIRAMONTES	230.00	9275740	TABLES & CHAIRS RENTAL-4/18/23 FUNERAL RECEPTION
049731	05/10/23	QUI05	QUILL CORPORATION	46.19 171.67	31657429 31765260	OFFICE SUPPLIES FOR PD INVOICE #31657429 OFFICE SUPPLIES FOR PD INVOICE #31765260
			Check Total.....:	217.86		
049732	05/10/23	SEB01	SEBASTIAN	714.92	10750943	CITY BULDINGS ALARM SERVICES & LATE FEE
049733	05/10/23	SIM02	SIGNMAX	162.53 312.04	0043738IN 0132254IN	SQUARE POST STREET SIGN INVOICE #0043738-IN NO PARKING SIGN INVOICE #0132254-IN
			Check Total.....:	474.57		
049734	05/10/23	TII01	TELSTAR INSTRUMENTS INC	4359.09	116474	TROUBLE SHOOT LEVEL CONTROL PLANT B
049735	05/10/23	TS001	TONY SOSA DBA DJ TOEKNEE	400.00	050623	ENTERTAINMENT-CINCO DE MAYO FIESTA 2023
049736	05/10/23	ULINE	ULINE	652.63 1239.83	162090776 162103172	CLEANING SUPPLIES-FOR PUBLIC WORKS #162090776 CLEANING SUPPLIES-FOR SENIOR CENTER #162103172
			Check Total.....:	1892.46		
049737	05/10/23	USA01	USA BLUE BOOK	512.83 764.82 371.95 103.02	323049 323319 343095 344428	85 GPD 25 PSI STENNER PUMP FOR NTU METER 2-85 GPD 25 PSI STENNER PUMP FOR NTU METERS EXTENSION HANDLES & SQUEEZE TOOL EXTENTION HANDLES FOR TC1 INVOICE #344428
			Check Total.....:	1752.62		
049738	05/10/23	VAL12	VALLEY SOIL & FOREST	588.68	46397	BASE ROCK INVOICE #46397
049739	05/12/23	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00 62.38 62.38 62.38 62.38	30663660 580171247 580174714 580178186 580181876	APRIL 2023 PROPERTY DETAIL REPORT JANITORIAL SERVICES FOR WWTP INV #2580171247 JANITORIAL SERVICES FOR WWTP INV #2580174714 JANITORIAL SUPPLIES WWTP INV #2580178186 JANITORIAL SERVICES FOR WWTP INVOICE #2580181876
			Check Total.....:	549.52		
049740	05/12/23	COL07	COLANTUONO, HIGHSMITH & W	43.12	55676	LEGAL SERVICES-UUT PENALTIES & INTEREST

REPORT.: Jun 09 23 Friday
 RUN...: Jun 09 23 Time: 14:03
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049740	05/15/23	BSK01	BSK ASSOCIATES	3552.50	AG09720	SAMPLE SERVICES FOR WWTP INVOICE #AG09720
			Check Total.....:	3595.62		
049741	05/15/23	DHM01	D H MACHINE INC.	175.91	49113	REPAIR PIPE FOR WWTP INVOICE #49113
				37.75	49123	PIPE SPLIT FOR WWTP INVOICE #49123
049741*	05/12/23	DLL01	DE LAGE LANDEN.	4136.29	78306010	COPIER LEASE FOR MONTH PERIOD 12/01/22-12/31/23
				4214.41	79070162	COPIER LEASE FOR MONTH 3/1/23-3/31/23
				4136.29	79348113	COPIER LEASE FOR MONTH 4/01/23-4/30/23
				4136.29	79687493	COPIER LEASE FOR MONTH 5/1/23-5/31/23
				4136.29	078862698	COPIER LEASE FOR MONTH 2/1/2023-2/28/2023
			Check Total.....:	20973.23		
049742	05/15/23	DLC01	DINUBA LUMBER CO	37.32	591013	DECK SCREWS INVOICE #591013
049742*	05/12/23	OCF02	Orange Cove Fire Protection	50000.00	05/10/23	PER CITY OF ORANGE COVE BUDGET 2022-2023
			Check Total.....:	50037.32		
049743	05/15/23	FGS01	FRUIT GROWERS SUPPLY CO	32.31	92374375	WATER BOOTS TO CLEAN CLARIFIER INVOICE #92374375
049743*	05/12/23	PD001	PENA'S DISPOSAL	24.94	92377212	COUPLER PVC 6" FOR CLARIFIER
				59.68	92377233	CEMENT PVC FOR PIPE ON CLARIFIER
				8.05	92378212	PARTS TO CLEAN CLARIFIER
				10.96	92378315	TRIGGER FOR SPRAY BOTTLE-ANIMAL CONTROL
				291.02	92378935	PLUMBING SUPPLIES INVOICE #92378935
				53.86	92379586	COOLER WATER IGLOO INVOICE #92379586
				39.81	92379780	HEAD TRIMMER ECHO SPEED FEED INVOICE #92379780
				3.93	92380125	BARB HOSE INVOICE #92380125
				34922.90	APR. 2023	DISPOSAL SERVICES - PENA CO. APRIL 2023
				46009.87	MAR. 2023	DISPOSAL SERVICES - PENA CO. MARCH 2023
			Check Total.....:	81457.33		
049744	05/12/23	PPG02	PEERLESS PRINT & GRAPHICS	108.35	46318	BANNER 30X72 FOR POLICE DEPT
049744*	05/15/23	FOO02	FOOTHILL AUTO TRUCK	103.55	925780	V-BELT FOR MOWER INVOICE #925780
				69.76	925783	KEY SET BLUE SERVICE TOOL INVOICE #925783
				41.56	925811	SAW BLADES FOR SAW-WWTP INVOICE #925811
				123.01	925906	BATTERY FOR STAFF CAR INVOICE #925906
				194.33	926461	SPRING, FREIGHT & BELT FOR GREYLEE MOWER
			Check Total.....:	640.56		
049745	05/15/23	FWUA1	FRIANT WATER AUTHORITY	1646.00	116360	MONTHLY SHARE OF FKC ROUTINE OM&R COST-JUNE 2023
049745*	05/12/23	SELF1	SELF-HELP ENTERPRISES	1575.37	05/12/23	GENERAL ADMIN GRANT: 21-CALHOME-17210
				972.00	ORA21HBDE	GENERAL ADMIN GRANT: 21-CDBG-HA-00008
			Check Total.....:	4193.37		
049746	05/15/23	GRL01	LINO SALINAS	600.00	R23-04	LIVE MUSIC PERFORMANCE INVOICE #R23-04

REPORT.: Jun 09 23 Friday
 RUN...: Jun 09 23 Time: 14:03
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049746*	05/12/23	SLOG1	SITELOGIQ, INC.	724390.20	05/11/23	PROFESSIONAL SERVICES - SOLAR PANELS
			Check Total.....:	724990.20		
049747	05/15/23	LOP50	LOPEZ, MARTINEZ SYLVIA	10.88	04/26/23	ACE HARDWARE REEDLEY CA REIMBURSEMENT FOR KEYS
049747*	05/12/23	STA04	STATE WATER RESOURCE CONTROL	125.00	05/11/23	OPERATOR IN TAINING FOR WWTP - A.CAMPOS
			Check Total.....:	135.88		
049748	05/15/23	MVES1	MOUNTAIN VALLEY ENVIRONME	5375.00	4309	CHIEF PLANT OPERATOR & SUPERVISION SERVICE-WWTP
049749	05/15/23	MWS01	MODERN WILDLIFE SOLUTIONS	650.00	9600	MONTHLY RODENT CONTROL FOR MONTH APRIL 2023-FINAL
049750	05/15/23	PAR33	PARAMOUNT PEST SERVICES	365.00	230500262	MONTHLY PEST CONTROL FOR CITY HALL #2305-00262
049751	05/15/23	PBM01	PBM SUPPLY & MFG, INC	1220.57	985091	CENTRIFUGAL PUMP WITH WET SEAL INVOICE #985091
049752	05/15/23	PS002	PYRO SPECTACULARS	7800.00	300	INITIAL PRODUCTION FEE FOR SPECIAL FIREWORKS
049753	05/15/23	RFR01	RAIN FOR RENT	4065.19	1867323	PARTS AND SERVICES FOR WATER LEAK
049754	05/15/23	SAM01	SAM JORGENSEN PUMP CO.,	597.50	2300262IN	PULLING OUT AND CLEANING DISCHARGE PUMP
049755	05/15/23	SM004	STRATHMORE MACHINERY, INC	.00	55813y	Ck# 046682->046581 Replacement
			.00	55814y	Ck# 046682->046581 Replacement	
			.00	55815y	Ck# 046682->046581 Replacement	
			1009.99	56917	WORK ON DISC INVOICE #56917	
			179.81	56924	HUBS FOR DISC-WWTP INVOICE #56924	
			Check Total.....:	1189.80		
049756	05/15/23	SSI02	SCOUT SPECIALTIES INDUSTR	517.85	165734	PARTS FOR CLARIFIER INVOICE #165734
049757	05/15/23	SUP03	SUPERIOR POOL PRODUCTS LL	360.74	Q2022721	DRUMS, DRUM DEPOSIT FOR WTP INVOICE #Q2022721
049758	05/15/23	SWRCB	SWRCB	1172.00	SW0264999	ANNUAL PERMIT FEES INVOICE #SW-0264999
049759	05/15/23	T&J01	VALLEY GAS	5364.70	04/30/23	GAS FOR PD VEHICLES FOR MONTH APRIL 2023
049760	05/15/23	TS001	TONY SOSA DBA DJ TOEKNEE	200.00	05/13/23	DJ MC BILLINGUAL AUDIO-CINCO DE MAYO EVENT 2023
049761	05/15/23	VUL02	VULCAN MATERIALS COMPANY	450.73	73622835	MIX & ENVIRONMENTAL FEE-AGG & ASPHALT
049762	05/15/23	WEE01	W&E ELECTRIC	225.00	2304017	WWTP-DISCONNECT OLD PUMP CONNECT NEW PUMP
			150.00	2304018	WWTP CHECK 2 LIFT PUMPS	
			236.89	2304070	WWTP HOOK UP MOTOR AT HEAD WORKS	
			780.00	2304131	POWER SURGE CHECK	

REPORT.: Jun 09 23 Friday
 RUN...: Jun 09 23 Time: 14:03
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
Check Total.....:				1391.89		
049763	05/17/23	DIC02	DICK'S SPORTING GOODS, IN	12881.08	A0616958	OFFICER WELLNESS PROGRAM - GYM EQUIPMENT
				-12881.08	A0616958u	Ck# 049763 Reversed
Check Total.....:				.00		
049764	05/24/23	A.M01	A.M PECHE & ASSOCIATES LL	1290.01	04/27/23	FINANCIAL CONSULTING PROFESSIONAL SERVICES
049765	05/24/23	ACE02	ACE TROPHY	107.98	51295	PLAQUE - MANUEL FERRERIA
049766	05/24/23	ACUE1	ANGEL CUEVAS	700.00	05/05/23	COMMUNITY CENTER FACILITY USE DEPOSIT REFUND
049767	05/24/23	AFLAC	AFLAC	1438.84	381295	AFLAC INSURANCE PREMIUMS-APRIL 2023
				1438.84	738233	AFLAC INSURANCE PREMIUMS-MAY 2023
Check Total.....:				2877.68		
049768	05/24/23	ALH01	SPARKLETTIS	251.76	843050123	WATER SERVICE & EQUIPMENT RENTAL #11244843 050123
049769	05/24/23	APV01	ARAMARK- ACCOUNTS RECEIVA	77.92	580185396	JANITORIAL SUPPLIES FOR WTP INV #2580185396
				65.26	580185405	JANITORIAL SUPPLIES FOR CITY HALL INV #2580185405
				63.13	580185406	JANITROIAL SUPPLIES FOR WWTP INVOICE #2580185406
				47.34	580188887	JANITORIAL SUPPLIES FOR SENIOR CENTER #2580188887
				70.07	580188903	JANITORIAL SERVICES FOR CITY HALL INV #2580188903
				63.13	580188904	AMP CABINET RENTAL & AIR FRESHNERS
				154.95	580188909	JANITORIAL SUPPLIES FOR PD INV #2580188909
				47.34	580192385	JANITORIAL SUPPLIES-SENIOR CENTER #2580192385
Check Total.....:				589.14		
049770	05/24/23	ARBS1	ACME ROTARY BROOM SERVICE	697.51	2196	ADJUSTABLE HEAD CURTAIN INVOICE #2196
049771	05/24/23	ATTM2	FIRSTNET - AT&T MOBILITY	1980.50	X04192023	FIRSTNET COMMUNICATIONS-PD ACCT #287287201576
049772	05/24/23	ATTT1	AT&T TELECONFERENCE SERVI	37.55	04/15/23	LONG DISTANCE SERVICES CHARGES ACCT #0519349330001
				.24	302002587	TELECONFERENCE SERVICE ACCT #18092527-00001
Check Total.....:				37.79		
049773	05/24/23	CAL31	CALIFORNIA MUNICIPAL STAT	500.00	23050201	PROFESSIONAL SERVICES VALUATION OF PARCEL TAX
049774	05/24/23	CHAA1	CHAPA'S AUTOMOTIVE	355.24	11708	AC MAINTENANCE & FILTERS FOR UNIT 15-02
				196.69	11709	TAIL LAMP REPLACE & BRAKE WIRING FOR UNIT 15-03
				176.84	11710	DOOR WINDOW MOTOR FOR IMPALA
Check Total.....:				728.77		
049775	05/24/23	CMM01	CITRUS MINI-MART	2658.88	1251	GASOLINE FOR CITY VEHICLES INVOICE #1251

REPORT.: Jun 09 23 Friday
RUN...: Jun 09 23 Time: 14:03
Run By.: Dora Silva

CITY OF ORANGE COVE
Cash Disbursement Detail Report
Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049776	05/24/23	CN002	AT&T - CALNET	1808.98	019847503	AT&T COMMUNICATIONS-PD INV #000019847503
049777	05/24/23	CPCA1	CALIFORNIA POLICE CHIEFS	365.00	2441	CPCA DUES FOT 13-25 PERSONNEL INVOICE #2441
049778	05/24/23	CVI02	VAST NETWORKS	4994.07	43941	PHONE SERVICES & COMMUNICATION 5/1/23-5/31/23
049779	05/24/23	DAP01	DODSON AUTO PARTS	47.48 117.98 25.89 160.48 60.53 18.99 32.63 174.74 23.74	52096 52098 52108 52115 52122 52125 52130 52148 52151	TOOL BAG INVOICE #52096 STEERING ENGINE LOCK WITH KEYS INVOICE #52098 REPAIR KIT INVOICE #52108 STANDARD IGN. SWITCH INVOICE #52115 HEX KEY SET INVOICE #52122 GRIT SAND PAPER INVOICE #52125 WILMAR SNAP RING SET INVOICE #52130 DERA BATTERY INVOICE #52148 BLUE DEF 2.5 GALS. INVOICE #52151
			Check Total.....:	662.46		
049780	05/24/23	DG001	DIANA GUERRA SILVA	596.00	05/19/23	MEDICAL REIMBURSEMENT
049781	05/24/23	DIO00	DIONICIO RODRIGUEZ JR.	900.00	0010355	PROFESSIONAL SERVICES AT WTP
049782	05/24/23	DLC01	DINUBA LUMBER CO	120.46	598448	GROUND RECEPTICLE & PARTS INVOICE #598448
049783	05/24/23	DOJ01	DEPARTMENT OF JUSTICE	49.00	655208	FINGERPRINTING PD INVOICE #655208
049784	05/24/23	EPI02	EPIC SPORTS	803.27	6932672	YOUTH FOOTBALL EQUIPMENT INVOICE #6932672
049785	05/24/23	FCC03	FRESNO CITY COLLEGE	299.00	17334616	SUPERVISOR CLASS FOR CORPORAL OFFICER D.PARRA
049786	05/24/23	FCSFF	FRESNO COUNTY SHERIFF	12686.84	SO20521	DISPATCHING SERVICES INVOICE #SO20521
049787	05/24/23	FGS01	FRUIT GROWERS SUPPLY CO	61.06 30.48	92381153 92382041	WORKING GLOVES INVOICE #92381 JANITORIAL SUPPLIES FOR ANIMAL CONTROL DEPT.
			Check Total.....:	91.54		
049788	05/24/23	FOO02	FOOTHILL AUTO TRUCK & AG	11.53 8.10 5.93	926230 926677 926893	SUPPLIES - LYNCH PIN SINGLE SIDE KEY INVOICE #926677 SUPPLIES - 5 GALLON BUCKET
			Check Total.....:	25.56		
049789	05/24/23	FPER1	FRESNO PET EMERGENCY & RE	333.00	117312	EUTHANASIA FOR ANIMAL CONTROL INV #117312
049790	05/24/23	FWUA1	FRIANT WATER AUTHORITY	176.42	116327	TOTAL SLDMA EXCHANGE CONTRACTORS INVOICE #116327
049791	05/24/23	G&A01	GIERSCH & ASSOCIATES INC.	19241.43	04/16/23	CITY ENGINEER SERVICES RENDERED MARCH-APRIL 2023

REPORT.: Jun 09 23 Friday
 RUN...: Jun 09 23 Time: 14:03
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049792	05/24/23	GRA01	GRAINGER	23.61	693823537	FLUSH INDICATOR LIGHT INVOICE #9693823537
049793	05/24/23	GWL01	GRISWOLD LASALLE	6000.00 6000.00	71199 71573	PROFESSIONAL SAERVICES RENDERED FOR MARCH 2023 PROFESSIONAL SERVICES RENDERED APRIL 2023
Check Total.....:				12000.00		
049794	05/24/23	HWS01	HEALTHWISE SERVICES, LLC	28.13	000149724	KIOSK LEASE FEE FOR SHARPS-PD INV #0000149724
049795	05/24/23	ICC03	ICC SAN JOAQUIN VALLEY CH	150.00	05/16/23	ANNUAL MEMBERSHIP REGISTRATION APP YR 2023
049796	05/24/23	JDC01	JOHNSON DRILLING CO.	152500.00	10508	WATER & PUMP SAMPLES, INSTALL & AIRLIFT
049797	05/24/23	KOEFR	KOEFRAN INDUSTRIES, INC.	205.00	000546114	ANIMAL SHELTER FEES-DISPOSE OF CARCASSES
049798	05/24/23	LIE01	LIEBERT CASSIDY WHITMORE	1875.00	115	LEGAL SERVICES INVOICE #115
049799	05/24/23	LIFE-	LIFE-ASSIST, INC.	194.36	1322816	NITRILE GLOVES FOR PD
049800	05/24/23	MAC03	MACIAS AUTO SALES	2500.00	05092023	SMALL BUSINESS GRANT FY 2022-2023
049801	05/24/23	MON00	MONTEMAYOR, BRYAN	55.04	04/24/23	REIMBURESMENT FOR LUMBER PURCHASED - B. MONTEMAYOR
049802	05/24/23	OCTS1	ORANGE COVE TIRE SERVICE	84.00 84.00	28501 29180	DOG FOOD FOR ANIMAL CONTROL INVOICE #28501 DOG FOOD FOR ANIMAL CONTROL
Check Total.....:				168.00		
049803	05/24/23	PAR32	PARRA, DANIEL	247.50 136.00	04/17/23 04/25/23	SUPERVISOR CLASSES-OFGR. PARRA REIMBURSEMENT MEALS DOG FOOD PURCHASE FOR K-9 MARKO-PD
Check Total.....:				383.50		
049804	05/24/23	PGE22	PG&E	217.91	05162023	SUBSISTENCE PAYMENT PROGRAM 2022-2023 1025 CENTER
049805	05/24/23	PUR01	PURCHASE POWER	31.22	04/13/23	POSTAGE SERVICES ACCT #8000 9000 0619 3662
049806	05/24/23	QUI05	QUILL CORPORATION	9.71 75.57	31756486 32178958	OFFICE SUPPLIES FOR PD INV #31756486 OFFICE SUPPLIES FOR PD INVOICE #32178958
Check Total.....:				85.28		
049807	05/24/23	QUI13	LAWRENCE QUINTANA	17.00	05/11/23	REIMBURSEMENT FOR SWEET BREAD SENIOR CENTER 5/1/23
049808	05/24/23	QUIR1	ALBERT QUIROZ DBA BOUNCE	160.00	05/13/23	BOUNCE HOUSE RENTALS-CINCO DE MAYO EVENT
049809	05/24/23	RVH01	REEDLEY VETERINARY	546.00	118	EUTHANIZE 8 DOGS INVOICE #118

REPORT.: Jun 09 23 Friday
 RUN....: Jun 09 23 Time: 14:03
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

PAGE: 010
 ID #: PY-DP
 CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049810	05/24/23	SH001	SHERI HENDRIX	26.14	04/24/23	ITEMS FOR MAY 1ST REOPENING SENIOR CENTER
049811	05/24/23	SHR02	SHRED-IT, C/O STERICYCLE,	344.31 40.00	003731495 003884740	SHREDDING SERVICES FOR PD ACCT #1000158448 SHREDDING SERVICES FOR CITY HALL ACC# 1000111197
			Check Total.....:	384.31		
049812	05/24/23	SL001	SUSAN LONG	1527.50	COPSGRANT	SUSAN LONG CONTRACT SERVS. COPSGRANT2023
049813	05/24/23	SOC22	SO CAL GAS	565.11 129.14	05/03/23 05032023	SUBSISTENCE PAYMENT PROGRAM 2022-2023 1025 CENTER SUBSISTENCE PAYMENT PROGRAM 2022-2023 1555 HOPE AV
			Check Total.....:	694.25		
049814	05/24/23	TGC02	THE GAS COMPANY	580.39	APRIL2023	UTILITY GAS FOR ALL DEPTS.
049815	05/24/23	UNITY	UNITY IT	1209.20 4108.00	365224 365225	COMMUNICATION INVOICE #365224 COMMUNICATIONS
			Check Total.....:	5317.20		
049816	05/24/23	VUL02	VULCAN MATERIALS COMPANY	556.20	73591334	COLD MIX & ENVIRONMENTAL FEE
049817	05/24/23	WIL16	WILLDAN	9860.00	00337559	BUILDING INSPECTOR PROFESSIONAL SERVS. C.LOCKRIDGE
049818	05/25/23	PAR65		900.00	05/25/23	MARIACHI ALAS DE JALISCO - J.BRACAMONTES RETIRE
049819	05/25/23	SIL33	DORA SILVA	12.18 12.18	05-25-23 05/10/25	MILEAGE REIMBURSEMENT - J. BRACAMONTES RETIREMENT MILEAGE REIMBURSEMENT - CHIEF J. PENASWEAR IN
			Check Total.....:	24.36		
049820	05/31/23	AEM02	ARROW ELECTRIC MOTOR SERV	1426.86	4027	HEAWORKS MOTOR REPAIR INVOICE #4027
049821	05/31/23	APV01	ARAMARK- ACCOUNTS RECEIVA	62.38	580185400	JANITORIAL SUPPLIES FOR WWTP INVOICE #2580185400
049822	05/31/23	ATT05	AT & T	419.81	05/14/23	COMMUNICATION & UVERSE
049823	05/31/23	ATTM1	AT&T MOBILITY	1311.52	X04242023	COMMUNICATION SERVICES INV #287019327302X04242023
049824	05/31/23	ATTT1	AT&T TELECONFERENCE SERVI	41.71	05/15/23	LONG DISTANCE SERVICES ACCT. #051 934 9330 001
049825	05/31/23	BMI01	BADGER METER, INC	3478.02 443.00	2515812 80125326	CLEANING CLARIFIER INVOICE #2515812 BEACON FIXED NETWORK SERV UNIT FOR APRIL 2023
			Check Total.....:	3921.02		
049826	05/31/23	CWS01	CORBIN WILLITS SYSTEM	1050.00	000C30331	PROFESSIONAL SERVICES INVOICE #000C30331

REPORT.: Jun 09 23 Friday
 RUN....: Jun 09 23 Time: 14:03
 Run By.: Dora Silva

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 05-23 thru 05-23 Bank Account.: 1010

PAGE: 011
 ID #: PY-DP
 CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
049826	05/31/23	CWS01	CORBIN WILLITS SYSTEM	612.50 1052.96 1052.96	000C30430 000C30515 00C304151	PROFESSIONAL SERVICES INVOICE #000C30430 PROFESSIONAL SERVICES INVOICE #000C305151 PROFESSIONAL SERVICES INVOICE #000C304151
Check Total.....:				3768.42		
049827	05/31/23	FGS01	FRUIT GROWERS SUPPLY CO	25.95 11.79 527.96 18.53 42.63	92380539 92382816 92383043 92383396 92383438	GROUND KEEPING @ WTP INVOICE #92380539 PLUMBING SUPPLIES FOR CL2 FEED LINE GAS STIHL TRIMMER DUST CAP INVOICE #92383396 WHITE EXCAVATING MARKING PAINT
Check Total.....:				626.86		
049828	05/31/23	FIV01	FIVE CITIES EDC	899.34	Q42022202	FIVE CITIES EDA Q4 4/2023-06/2023 #Q4 2022-2023
049829	05/31/23	FOO02	FOOTHILL AUTO TRUCK & AG	52.57	926208	PLUMBING SUPPLIES FOR WATER SPRINKLERS
049830	05/31/23	FS002	FLOCK GROUP, INC. DBA FLO	22450.00	INV-12667	FALCON, FLOCK SAFETY & PROF. SERVS. STANDARD FEE
049831	05/31/23	NTU01	NTU TECHNOLOGIES INC	5490.00	12365	CHEMICAL FOR THE WTP INVOICE #12365
049832	05/31/23	PRO21	PROFESSIONAL PRINT & MAIL	1410.85	116559	PRINTING - APRIL 2023 MONTHLY UTILITY BILLS
049833	05/31/23	SBS01	GOODSUITE	136.00	INV184931	OVERAGES CHARGES FOR 4/1/23-4/30/23 REMOTE IT
049834	05/31/23	SUP03	SUPERIOR POOL PRODUCTS LL	1612.86	Q2022634	CHLORINE FOR WTP INVOICE #Q2022634
049835	05/31/23	THC01	TONY HARRELL CONSTRUCTION	6000.00	431120	REPAIR & INSTALL STEPS & HAND RAILS CITY BUILDING
049836	05/31/23	ULINE	ULINE	414.54	163430708	JANITORIAL SUPPLIES
049837	05/31/23	UNITY	UNITY IT	945.30	365131	COMMUNICATIONS INVOICE #365131
049838	05/31/23	USB01	U.S. BANK	10521.81	05/26/23	CREDIT CARD ENDING 0483 MAIN ACCT.
049839	05/31/23	WON00	E & M ELECTRIC AND MACHIN	800.00	304823.1	WIN-911 BASIC ALARMS PHONE CALL OUT LIC #8007096
Cash Account Total.....:				1365330.84		
Total Disbursements.....:				1365330.84		

REPORT.: Jun 09 23 Friday
RUN....: Jun 09 23 Time: 14:03
Run By.: Dora Silva

CITY OF ORANGE COVE
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 05-23 thru 05-23 Bank Account.: 1010

PAGE: 012
ID #: PY-DP
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
701138	05/01/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	243.73 1784.69 67.72 206.38	C30428 C30501 1C30428 1C30501	State Income Tax State Income Tax SDI SDI
			Check Total.....:	2302.52		
701139	05/01/23	PER00	CALIF.PUBLIC EMPLOYEES RE	1634.71 .00	C30428 C30501	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....:	1634.71		
701140	05/01/23	SEC00	UNION BANK	2168.46 7140.99 933.08 2843.42 218.22 665.00	C30428 C30501 1C30428 1C30501 2C30428 2C30501	Federal Income Tax Federal Income Tax Social Security Social Security Medicare Medicare
			Check Total.....:	13969.17		
701141	05/01/23	COL10	COLONIAL LIFE	189.34 26.40 31.40 178.32	C30430 1C30430 2C30430 3C30430	Accident Insurance Cancer Ins Critical Illness Ins Life Insurance
			Check Total.....:	425.46		
701142	05/01/23	IU000	IUOE LOCAL 39	656.55	C30430	Union Due Local 39
701143	05/01/23	PER03	PERS HEALTH INSURANCE	69412.32	C30430	MEDICAL INSURANCE
701144	05/01/23	TRA08	TRANSAMERICA EMPLOYEE BEN	540.56	C30430	Life Insurance Trans
701154	05/04/23	CSD02	CALIFORNIA STATE DISBURSE	125.40	C30501	Garnishment
701155	05/04/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	2137.79 8.31 803.90 71.74	C30501A C30504 1C30501A 1C30504	State Income Tax State Income Tax SDI SDI
			Check Total.....:	3021.74		
701156	05/04/23	EDD02	EDD SUI	212.64	C30501	SUI
701157	05/04/23	PER00	CALIF.PUBLIC EMPLOYEES RE	15036.74 464.36	C30501A C30504	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE

REPORT.: Jun 09 23 Friday
RUN...: Jun 09 23 Time: 14:03
Run By.: Dora Silva

CITY OF ORANGE COVE
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 05-23 thru 05-23 Bank Account.: 1010

PAGE: 013
ID #: PY-DP
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
			Check Total.....:	15501.10		
701158	05/04/23	PER01	P.E.R.S. FOR THE 457	305.00	C30501	457 Plan
701159	05/04/23	SEC00	UNION BANK	6428.26	C30501A	Federal Income Tax
				98.95	C30504	Federal Income Tax
				11075.88	1C30501A	Social Security
				988.38	1C30504	Social Security
				2590.38	2C30501A	Medicare
				231.16	2C30504	Medicare
			Check Total.....:	21413.01		
701160	05/04/23	STA20	STATE DISBURSEMENT UNIT	1007.53	C30501	Garnishment
				50.00	1C30501	Misc Deduction
			Check Total.....:	1057.53		
701167	05/17/23	CSD02	CALIFORNIA STATE DISBURSE	125.40	C30517	Garnishment
701168	05/17/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	2874.20	C30517	State Income Tax
				936.70	1C30517	SDI
			Check Total.....:	3810.90		
701169	05/17/23	EDD02	EDD SUI	375.33	C30517	SUI
701170	05/17/23	PER01	P.E.R.S. FOR THE 457	305.00	C30517	457 Plan
701171	05/17/23	SEC00	UNION BANK	8472.67	C30517	Federal Income Tax
				12905.52	1C30517	Social Security
				3018.26	2C30517	Medicare
			Check Total.....:	24396.45		
701172	05/17/23	STA20	STATE DISBURSEMENT UNIT	1007.53	C30517	Garnishment
				50.00	1C30517	Misc Deduction
			Check Total.....:	1057.53		
701180	05/31/23	CSD02	CALIFORNIA STATE DISBURSE	125.40	C30530	Garnishment
701181	05/31/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	2865.40	C30530	State Income Tax
				958.99	1C30530	SDI
			Check Total.....:	3824.39		
701182	05/31/23	EDD02	EDD SUI	229.95	C30530	SUI

REPORT.: Jun 09 23 Friday
RUN....: Jun 09 23 Time: 14:03
Run By.: Dora Silva

CITY OF ORANGE COVE
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 05-23 thru 05-23 Bank Account.: 1010

PAGE: 014
ID #: PY-DP
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
701183	05/31/23	PER00	CALIF.PUBLIC EMPLOYEES RE	.00	C30605	PERS PAYROLL REMITTANCE
701184	05/31/23	PER01	P.E.R.S. FOR THE 457	305.00	C30530	457 Plan
701185	05/31/23	SEC00	UNION BANK	8968.20 13213.16 3090.20	C30530 1C30530 2C30530	Federal Income Tax Social Security Medicare
			Check Total.....:	25271.56		
701186	05/31/23	STA20	STATE DISBURSEMENT UNIT	1007.53 50.00	C30530 1C30530	Garnishment Misc Deduction
			Check Total.....:	1057.53		
			Cash Account Total.....:	191462.15		
			Total Disbursements.....:	191462.15		



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Change Plan Health Insurance Coverage

RECOMMENDATION:

Staff recommends the Council approve this staff report suggesting we change our current insurance medical plan from Anthem Blue Cross Platinum to Anthem Blue Cross Bronze 6850.

BACKGROUND:

Currently the city has a contract with CalPERS for medical coverage. We are currently enrolled in the Anthem Blue Cross Platinum plan which is expected to increase to 10-15% in 2024. We won't know of the exact increase until July 2023. Due to another increase city staff started to look for alternatives. We found that we could save money by enrolling in the Anthem Blue Cross Bronze 6850. There will be no change on the employee side for medical coverage and the city would save money by switching.

FISCAL IMPACT:

Savings to the overall budget of \$230,847.72

CONFLICT OF INTEREST:

None.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Approval of Budget for Fiscal Year 2023-2024
Attachments: Resolution 2023-

RECOMMENDATION:

Staff recommends the Council approve staff approve Resolution No. 2023- to adopt the fiscal year 2023-2024 final operating budget.

BACKGROUND:

The Finance Director met with the Chief of Police, Director of Planning, Public Works Director and City Manager to discuss the Preliminary Fiscal Year Operating Budget for 2023-2024. After our workshops we established the final numbers to produce our FY 2023-2024 Operating Fiscal Year Budget.

FISCAL IMPACT:

None.

CONFLICT OF INTEREST:

None.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

RESOLUTION NO. 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ORANGE COVE ADOPTING THE FISCAL YEAR 2023-24 FINAL BUDGET**

WHEREAS, the City Council of the City of Orange Cove has reviewed the anticipated revenues and the proposed expenditures for the 2023-24 fiscal year: and

WHEREAS, the City Council of the City of Orange Cove has, as a result of the review, identified those programs and expenditures, which would be most beneficial to the needs of the City of Orange Cove.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove that the Operating Budget in the amount of \$33,604,897 for fiscal year 2023-24 is hereby approved and adopted.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on August 14, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diana Silva, Mayor

ATTEST:

APPROVED AS TO FORM

Dora Silva, City Clerk

Megan Dodd, City Attorney



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Approval for Resolution No. 2023- modifying the resolution for LAIF that was approved on May 10, 2023 agenda

RECOMMENDATION:

Staff recommends the Council approve staff report to approve Resolution No. 2023- to add Nuria Velicescu and Daniel Parra as the Administrators to the LAIF account.

BACKGROUND:

On May 10, 2023, our city attorney submitted a staff report for council to approve Resolution No. 2023-15, adding Nuria Velicescu and Daniel Parra as the administrators to the LAIF Account. Today we are submitting a modified Resolution to the previous approved Resolution No. 2023-15 to include verbiage the LAIF administration wanted us to add.

FISCAL IMPACT:

None.

CONFLICT OF INTEREST:

None.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

RESOLUTION NO. 2023- 20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE,
CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et, seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the City; and

NOW, THEREFORE, BE IT RESOLVED, the following City officers holding the titles specified herein below **or their successors in office** are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby.

Nuria Velicescu
Finance Director

Daniel Parra
City Manager

RESOLVED FURTHER, this resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

The Foregoing Resolution was duly approved at a regular meeting of the Orange Cove City Council held on the 14th day of June, 2023 by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

DIANA GUERRA SILVA
Mayor

Attest:

DORA SILVA
City Clerk



Date: June 8, 2023
To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Approval of Transportation Funding Claim for Fiscal Year 2023-24

Attachments: Transportation Funding Claim For Fiscal Year 2023-24

BACKGROUND:

Attached for your review is the Transportation Funding Claim for Fiscal Year 2023-24 for the City of Orange Cove. Per my discussion with the Fresno Council of Governments (COG) staff, the City Council must approve the Transportation funding claim prior to submittal to COG.

RECOMMENDATION:

That the City Council approve the attached Transportation Funding Claim for Fiscal Year 2023-24.

EXECUTIVE SUMMARY:

In order for the City to obtain the Transportation Development Act (T.D.A) funds, the City must do the Following.

1. Approve and submit the Transportation Funding Claim for Fiscal Year 2023-24 to COG.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

2023-24
COUNCIL OF FRESNO COUNTY GOVERNMENTS
LOCAL TRANSPORTATION FUND
APPORTIONMENT TO MEMBER AGENCIES
Final Estimate
05/01/2023

2023-24 Estimate per Fresno County Auditor Controller	\$57,000,000
Less Administration	131,846
Gross Amount Available for Allocation	56,868,154

MEMBER	DOF		GROSS AMOUNT AVAILABLE	ART. 3 BIC. & PED.FAC.	SHARE TOWARD ART. 4.5	RTP (3%)	NET FOR ARTICLES 4 & 8	ADD TO CTSAs ART. 4.5	NET ART.4, 4.5 & 8
	POPULATION 01/01/23	PERCENT		(2%)	(5%)				
Clovis	124,523	12.31%	6,998,603	140,018	340,756	195,535	6,322,294	357,867	6,680,161
Coalinga	17,237	1.70%	969,214	19,382	47,606	27,067	875,159		875,159
Firebaugh	8,495	0.84%	477,453	9,552	23,253	13,339	431,309		431,309
Fowler	7,168	0.71%	402,434	8,060	19,184	11,256	363,934		363,934
Fresno City	543,428	53.73%	30,553,398	611,047	1,498,045	853,330	27,590,977		27,590,977
Huron	6,124	0.61%	344,431	6,886	17,001	9,616	310,928		310,928
Kerman	16,955	1.68%	952,378	19,065	45,848	26,624	860,841		860,841
Kingsburg	12,865	1.27%	722,311	14,466	34,460	20,202	653,183		653,183
Mendota	12,463	1.23%	700,635	14,014	34,278	19,570	632,773		632,773
Orange Cove	9,463	0.94%	532,125	10,641	26,169	14,859	480,456		480,456
Parlier	14,402	1.42%	809,975	16,194	39,946	22,615	731,220		731,220
Reedley	25,381	2.51%	1,425,878	28,539	68,837	39,855	1,288,647		1,288,647
Sanger	26,241	2.59%	1,475,502	29,506	72,480	41,205	1,332,311		1,332,311
San Joaquin	3,608	0.36%	202,936	4,057	10,027	5,666	183,186		183,186
Selma	24,300	2.40%	1,366,814	27,324	67,570	38,158	1,233,762		1,233,762
Fresno Co.	158,846	15.70%	8,934,067	178,612	441,080	249,431	8,064,944		8,064,944
FCRTA								793,100	793,100
FAX								1,635,573	1,635,573
TOTALS	1,011,499	100%	56,868,154	1,137,363	2,786,540	1,588,328	51,355,924	2,786,540	54,142,464
			56,868,154	1,137,363	2,786,540	1,588,328	51,355,924	**	

2023-24
FRESNO COUNCIL OF GOVERNMENTS
STATE TRANSIT ASSISTANCE FUND
APPORTIONMENT TO MEMBER AGENCIES
Final Estimate
05/01/23

PUC 99313 POPULATION 12,066,648
PUC 99314 OPERATOR 2,186,351

2023-24 Fund Estimate Per State Controller Methodology 14,252,999
This estimate is subject to change during the fiscal year.

MEMBER	DOF POPULATION 01/01/23	PERCENT	GROSS AMOUNT AVAILABLE	NET FOR 99314 OPERATOR	NET FOR 99313 POPULATION
Clovis	124,523	12.31%	1,630,803	145,309	1,485,494
Coalinga	17,237	1.70%	205,628		205,628
Firebaugh	8,495	0.84%	101,341		101,341
Fowler	7,168	0.71%	85,510		85,510
Fresno City	543,428	53.73%	8,369,932	1,887,124	6,482,808
Huron	6,124	0.61%	73,056		73,056
Kerman	16,955	1.68%	202,264		202,264
Kingsburg	12,865	1.27%	153,473		153,473
Mendota	12,463	1.23%	148,677		148,677
Orange Cove	9,463	0.94%	112,889		112,889
Parlier	14,402	1.42%	171,808		171,808
Reedley	25,381	2.51%	302,782		302,782
Sanger	26,241	2.59%	313,041		313,041
San Joaquin	3,608	0.36%	43,042		43,042
Selma	24,300	2.40%	289,886		289,886
Fresno Co.	158,846	15.70%	1,894,949		1,894,949
FCRTA			153,918	153,918	
FCEOC					
TOTALS	1,011,499	100.0%	14,252,999	2,186,351	12,066,648
			14,252,999	2,186,351	12,066,648

Enter Date: Claimant Name: **TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2023/24**

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

**Les Beshears, Director of Finance, Fresno Council of Governments, 2035 Tulare Street, Suite 201,
Fresno, CA 93721**

From: Applicant:	City of Orange Cove
Address:	
City/State/Zip:	
Contact Phone/email:	

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Apportionment:	\$ 532,125.00
Unexpended, Held by Claimant:	
Other Agency:	

State Transit Assistance Fund

Estimate:	\$ 112,889.00
Unexpended, Held in Trust:	\$ 281.00

Other

Other:	
---------------	--

	TOTAL
	\$ 645,295.00

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:**Name/Title:****Date:**

2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date: Claimant Name: **TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2023/24**

PURPOSE	AMOUNT	SUBTOTAL
1. Bicycle & Pedestrian Facilities:		
Article 3:	\$ 10,641.00	
Article 8a:		
Audit Exceptions (General Fund Payback):		
Unexpended Funds, Held by Claimant:		\$ 10,641.00
2. Regional Transportation Planning:		
	\$ 14,859.00	\$ 14,859.00
3. Public Transportation		
State Transit Assistance Funds (STA):	\$ -	
Other:		\$ -
4. Community Transit Service CTSA, Article 4.5:		
	\$ 26,169.00	\$ 26,169.00
5. Streets & Roads:		
Article 8a:	\$ 286,486.00	
Unexpended Funds, Held by Claimant:		\$ 286,486.00
6. To Be Claimed By:		
Fresno County Rural Transit Agency LTF:	\$ 193,970.00	
Fresno County Rural Transit Agency STA:	\$ 113,170.00	
Other:	\$ -	
		\$ 307,140.00
7. Reserve in Fund Pending Further Claiming		
		\$ -
GRAND TOTAL		\$ 645,295.00
Claim Total Must Agree With Total on First Page		\$ 645,295.00
Minus Non Transit Claims		\$ 348,168.00
GRAND TOTAL PAYABLE TO CLAIMANT		\$ 297,127.00

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: Claimant Name: **BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2023/24**

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	\$ 10,641.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 10,641.00

STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2023/24

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction:	\$ 286,486.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 286,486.00

Enter Date:

Claimant Name:

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2023/24

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES

☐ Article 3

PUBLIC TRANSPORTATION

☐ Article 4

STREETS & ROADS

☐ Article 8a

STANDARD ASSURANCES FOR CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

☐ A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).

☐ B. Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

The undersigned hereby certifies that the above statements are true and correct.
Please print and sign after completing form

Authorized
Signature:
Name/Title:
Date:



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Approval of Contract between Power Business Technology and City of Orange Cove for the use of office printers

Attachments:

RECOMMENDATION:

Staff recommends Council approve staff report to authorize city manager to sign the contract agreement between the City of Orange Cove and Power Business Technology.

BACKGROUND:

The City of Orange Cove has been in contract with Goodsuite for the use of office printers for the past 5 years. The printers are slow and outdated. City staff received three quotes from our current vendor Goodsuite, Visual Edge IT and Power Business Technology. The company that provided the higher savings was Power Business Technology. In addition, city staff also called the City of Reedley to verify their long-term relationship with Power Business Technology. The City of Reedley reported they offer great office products and provide excellent customer service.

FISCAL IMPACT:

Savings of \$1,467.97 a month or annual \$17,615.64

CONFLICT OF INTEREST:

None.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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



Date: 06/01/23

Invoice #

Bill to Company:	CITY OF ORANGE COVE		Ship to Company:	CITY OF ORANGE COVE	
Bill to Address:	633 6TH STREET		Ship to Address:	633 6TH STREET	
Address Line 2:			Address Line 2:		
City, State, Zip:	ORANGE COVE, CA 93646		City, State, Zip:	ORANGE COVE, CA 93646	
Billing Contact & Phone:	NURIA VELICESCU	(559) 626-4488	Meter Contact & Phone:	DANNY JIMENEZ	(559) 626-4488
Billing Email:	nvelicescu@cityoforange Cove.com		Meter Email:	jjimenez@cityoforange Cove.com	

Sales Representative	Lease Company	Lease Term	Payment w/o Tax	Type of Sale	Lease Incl MA	Type of Customer
JON CROSSEN	TFS	63 Mo	\$ 3,180.10	Lease	Yes	Net New Customer

[illegible]

*Sales Tax subject to change per CDTFA sales and usage tax requirements

Maintenance Agreement (Excludes Paper & Staples)

TOSHIBA & LEXMARK	B&W Images Incl	B&W Base Charge	B&W Billing Frequency	B&W Excess Charge	B&W Excess Billing Frequency
A3 - Black & White			Monthly	\$ 0.0085	Monthly
	Color Images Incl	Color Base Charge	Color Billing Frequency	Color Excess Charge	Color Excess Billing Frequency
A3 - COLOR			Monthly	\$ 0.0600	Monthly
	B&W Images Incl	B&W Base Charge	B&W Billing Frequency	B&W Excess Charge	B&W Excess Billing Frequency
A4 - Black & White					
	Color Images Incl	Color Base Charge	Color Billing Frequency	Color Excess Charge	Color Excess Billing Frequency
A4 - COLOR					
		Yearly Maintenance	Billing Frequency		
MINT & FORMAX					
	Support Term	Maintenance Payment	Solutions Notes		
SOLUTIONS					

Lease Return Information: By signing this agreement, the customer is acknowledging and accepting sole financial responsibility for current remaining contractual obligations with existing company other than Power Business Technology, LLC

Lease Company	Lease Number	Asset Description	Asset Action
DLL	25,509,045	(12) SHARP, (1) KYOCERA	Return

Authorized Signature	Date	Print Name/Title

1 of 2

All plans are subject to the terms and conditions below.

Power Business Technology, LLC (PBT) provides labor, travel, supplies that are necessary to maintain the device in working condition. Copiers (A3 device) include all maintenance parts including photoconductor drums, toner, developer, toner waste bottles and all requested periodic preventative maintenance. Printers (A4 device) include only consumable parts including toner, rollers, fusers, drums, PM kits and all requested periodic preventative maintenance. Mailing and Formax Machines include parts and labor ONLY. The following are NOT included and are at the customers own expense: Cassettes, exit trays, staples, paper, all MINT and Formax supplies, such as ink cartridges, tapes, and sealing solution. Sales tax will be charged upon invoicing of all items listed above per Board of Equalization (BOE) regulations.

1. Term: This Maintenance Contract (Contract) shall be for the agreed upon term of service as stipulated on the sales invoice (effective date of installation/ implementation). This Contract shall automatically be renewed for successive one-year terms unless terminated sooner by either party with 30 days prior written notice to the other party. Contract is subject to an annual rate increase. Any unused supply items such as toner, developer, toner waste bottles, fusers, PM kits, and drums, become the property of Power Business Technology, LLC (PBT) and should be returned to avoid additional charges.

2. Key Operator; Access to Copier: Customer shall provide PBT with a "key operator" contact who will perform basic duties and responsibilities as described and instructed by PBT on an as needed basis. For example, but not by way of limitation, the key operator is responsible to notify PBT of the need for required periodic preventative maintenance inspections. Such inspections may be performed at the discretion of PBT at the time of an emergency call. Customer is responsible for providing meter reads for contract billing when requested by PBT. Customer's facility must meet PBT's and copier manufacturer's recommended electrical requirements and PBT shall have full access to the copier at any given time. For all copiers under maintenance contract, PBT reserves the right to have the copier automatically report the meter reads by fax and/or email. Upon request from customer, PBT will have a copy of the meter reads sent to the customer's email address on file. The Customer agrees to allow PBT to install data collection software for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location, and device alerts.

3. Maintenance Service: PBT agrees to provide maintenance service Monday through Friday, from 8:00 a.m. to 5:00 p.m. excluding holidays, and keep the covered devices in working order in accordance with PBT's specifications at no extra charge. PBT shall have no obligation to provide maintenance if it is commercially impracticable due to a cause beyond PBT's control. Parts may be new or used; however, all used parts shall meet or exceed manufacturer's specifications.

4. Extra Charges: All service calls made before or after PBT's service hours set forth in paragraph 3, on weekends or holidays and/or to locations other than the installation address, shall be invoiced to customer at PBT's then prevailing rates. These rates are subject to change without notice. Any third-party fees that PBT incurs as a result of this contract will be the responsibility of the customer. PBT will invoice the customer for these fees.

5. Technological Enhancements to Device: If customer implements any technological enhancements including but not limited to, connecting a copier/printer to personal computer(s), using the device as a network printer and scanner, customer agrees to strictly comply with all hardware and software specifications and any amendments which PBT furnishes. If customer does not comply with the specifications, PBT may immediately terminate this Contract. Customers who add any technological enhancements are solely responsible and liable for the maintenance of any computers, software and any computer network. Customer is also solely liable for any third party who performs services in connection with any technological enhancement. PBT shall not be responsible for any damage to computers, software or any other related technology when repairing or maintaining a copier/printer. Customer agrees to not reverse engineer or decompile any of the Licensed Software that is not in source code format or assist or otherwise facilitate others to do so, except as and only to the extent expressly permitted to do so by applicable law for the purposes of inter-operability, error correction, and security testing. In the event Customer intends to reverse engineer or reverse compile all or any portion of Licensed Software pursuant to statutory rights Customer may have, Customer must notify PBT and Manufacturer in writing prior to doing so.

6. Exclusions: Maintenance service is contingent upon proper use of the copier/printer. This Contract does not include:
A. Electrical work.
B. Repair, paying damages, overhauls or services resulting from; accident, transportation, negligence, fire, theft, water damage, flood damage, acts of God, misuse or other than ordinary use, failure of electrical power, failure of telecommunication line, unauthorized modification of equipment (including supplies not supplied or authorized by PBT), work performed by other than PBT representatives or malfunction of affiliated equipment not covered by this Contract.
C. Repairs resulting from unauthorized relocation of the copier/printer by anyone other than PBT. PBT reserves the right to remove the damaged device from this contract based upon damage to the copier/printer, or charge Customer at prevailing rates to repair damages.
D. Making specification changes or performing services connected with the relocation of equipment and adding or removing accessories, attachments or other devices.
E. Service which PBT determines is impractical due to alterations in the copier/printer or the connection by mechanical or electrical means to another machine or device.
F. Service on a device which PBT determines is in an unsuitable place of installation, in an unsafe or hazardous environment, or if the back of the device is inaccessible to prevent a technician from servicing the device. Further, service on a device where PBT determines that the service is due to adverse atmospheric conditions such as chemical vapors, excessive dust and airborne particles, excessive temperature (heat or cold) or excessive humidity.
G. Any services resulting from a customer's failure in PBT's opinion to strictly comply within the specification referred to in paragraph 5 concerning technological enhancements.
H. Relocations are not covered under the maintenance agreement. For relocations, please contact PBT for fees and additional charges, that may apply, and to schedule your move.

7. Networking and Connectivity: Network copier/printer related support after the initial installation/network charges will be included for all-inclusive service contracts. All other contract types will be charged for networking at PBT's current prevailing network rates. Networking is defined as any and all work related to data flow between the covered copier/printer and customer's computers, software or computer network. Any network service outside of this scope may be deemed billable.

8. Overages and Cost Adjustments: Customer agrees to any billing procedures designated by PBT, including notification of the meter reading at the end of each billing cycle. One page is equal to a single-sided 8.5" x 11" copy or print. Scans in excess of pages are subject to charge. If Customer has multiple devices at the installation address, which use the same supplies provided under this Contract, all devices using the same supplies must be covered under an active Contract. If Customer does not have all devices capable of using the same supplies covered under a Contract, PBT reserves the right to cancel the Contract or require the Customer to place the additional device(s) under Contract immediately. Color toner and developer supplies will be provided for production of pages, with an average 20%-page coverage. Supplies required for production in excess of 20%-page coverage will be invoiced separately.

9. Freight Consumable Charges: PBT offers two freight programs on consumable items, such as toner and toner waste bottles. 1) Traditional Freight Program: Customer pays freight on a per shipped item basis billed by PBT at standard shipping rates. 2) Flat Rate Shipping Program: Customer to pay monthly freight service charge of \$1.99 per printer (A4 devices) and/or \$3.99 per copier (A3 devices).

10. Hard Drive Information: All information processed and stored on the copier is the sole property and responsibility of the Customer. Additional data security services outside of the standard data security features on the copier are the responsibility of the customer.

11. Refunds: Charges relative to this Contract are not refundable either partially or fully. However, if cancellation is affected by PBT then any refund shall be prorated. Upon cancellation, all unused supplies, if not returned to PBT will be billed to customer and shall be immediately due and payable.

12. Contract Transfer: This Contract shall not be assignable or transferable by customer without PBT's prior written consent. PBT may terminate this Contract if copier/printer is sold or transferred to a third party. PBT reserves the right to adjust the Contract pricing, terminate this Contract, and/or assign the service of any copier/printer which has been relocated more than 60 miles from PBT's nearest Service Center. If copier/printer is no longer in customer's possession, the customer must submit a 30-day written cancellation notice prior to this Contract being cancelled.

13. Limited Remedies: In no event shall PBT be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While PBT endeavors to promptly address any emergency and maintain the copier/printer which is the subject of this Contract, PBT shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier/printer including any claim that the repair or maintenance was not timely. For example, but not by way of limitation, PBT is not responsible for any damages for loss of use of the copier/printer. Such excluded damages would include a Customer paying a third party to make copies or if customer is unable to make copies because of a copier/printer breakdown.

14. Payment; Default: Customer shall pay PBT within 30 days of the date of the invoice. If customer breaches this Contract including failing to timely pay PBT's invoice, PBT at its sole discretion may in addition to any other legal remedies (i) immediately terminate this Contract or (ii) suspend service until payment is made in full and PBT is assured to its satisfaction that (a) future payments will be made or (b) that the default is cured. In addition to the other remedies provided in this Contract, if the customer fails to pay PBT's invoice within 60 days from the date of the invoice and PBT has not terminated this Contract, PBT may require customer to authorize an electronic funds transfer to PBT. All remedies provided in this Contract are cumulative and PBT's failure to exercise any of the remedies shall not be deemed a waiver of such remedy for any future or continuing default. Upon receipt of the first payment, customer is agreeing to all terms & conditions stated herein.

15. Forum Selection: Any dispute that arises under or relates to this Contract (whether contract, tort or both) shall be resolved in the State courts of Placer County, California which shall be the exclusive venue for the resolution of any disputes. By signing this Contract, customer submits to the jurisdiction of the Placer County Courts. This is a material term of Contract.

16. Managed Print Services (MPS): Additional terms and conditions include the following:
A. Customer is required to immediately notify PBT upon installation/removal of any equipment capable of being covered under this Contract.
B. Customer is required to install the meter collection tool to prevent calling for meter reads. Customer is also responsible for insuring meters are reporting electronically monthly and are required to work with PBT to make sure all devices are reporting.
C. If the MPS contract is cancelled, the printer supplies shipped to the Customer from service end date to 60 days prior may be deemed chargeable to the Customer at a pro-rated amount. Any excess MPS supplies at the customer site(s) must be returned to PBT stock or will be billed to the customer.
D. If a printer reaches the end of useful life, either by years or prints, PBT will deem this machine excluded from the MPS program and will cease all supply and service requests.
E. All supplies will be high-yield compatible, unless otherwise noted.

17. MINT, Formax Machines and Software Solutions: Maintenance and support agreements are based on yearly terms, unless otherwise noted. Additional specific terms and conditions can be provided by PBT upon request.

18. Miscellaneous: This Contract constitutes the final, complete and exclusive statement of the Terms of the Contract between the parties pertaining to maintenance of the copier and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of this Contract shall be deemed as effective as an original. This Contract may be supplemented, amended or modified only by the mutual written agreement signed by both parties. Any delay or omission on the part of PBT in exercising any right shall not operate as a waiver of such right or any other right, and no prior waiver or any course of dealing shall constitute a waiver of PBT's right or customer's obligations as to any future transactions. PBT reserves the right to change the terms & conditions herein without notice. In any action to enforce any provision of this Contract, the losing party shall pay the prevailing party's attorney's fees (recovered as an item of cost) and any other costs. Further, customer shall be liable to pay PBT's pre-litigation attorney's fees such as demand letters and negotiations with respect to enforcing this Contract.



FINANCIAL SERVICES

Application

CUSTOMER INFORMATION

LEGAL COMPANY NAME			ADDRESS	
CITY OF ORANGE COVE			633 6TH STREET	
CITY	STATE	ZIP	PHONE	FEDERAL TAX I.D. #
ORANGE COVE	CA	93646	(559) 626-4488	94-6003065
CONTACT PERSON		TYPE OF BUSINESS		DOB
		<input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship *If selected Date of Birth is required:		<input type="checkbox"/> Partnership
E-MAIL ADDRESS			STATE OF INCORPORATION	

PERSONAL DATA

Personal data is required for customers with less than 10 employees and/or 5 years in business.

NAME OF OWNER #1	TITLE	NAME OF OWNER #2	TITLE
ADDRESS	CITY/STATE/ZIP	ADDRESS	CITY/STATE/ZIP
HOME PHONE	DATE OF BIRTH	HOME PHONE	DATE OF BIRTH
SOCIAL SECURITY #	OWNERSHIP %	SOCIAL SECURITY #	OWNERSHIP %

Each individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes us or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. Each individual signing below further waives any right or claim which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

X

OWNER #1 – SIGNATURE	SIGNER'S PRINTED NAME	DATE
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X

OWNER #2 – SIGNATURE	SIGNER'S PRINTED NAME	DATE
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ECOA NOTICE (TO BE RETAINED BY APPLICANT)

Thank you for your business credit application. We will review it carefully and get back to you promptly. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.

IMPORTANT NEW CUSTOMER INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.

TOSHIBA

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: CITY OF ORANGE COVE

Fed. Tax ID#: 94-6003065

Contact Person:

Bill-To Phone: (559) 626-4488

Bill-To Fax:

Billing Address: 633 6TH STREET

City, State - Zip: ORANGE COVE CA

93646

Equipment Location:
(if different than above)

City, State - Zip:

DEALER LOCATION

Contact Name:

Location:

EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
SEE SCHEDULE "A"			

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	63	of \$	3,180.10	*	Security Deposit**:	\$	<input type="checkbox"/> Received	*plus applicable taxes
Payments includes:	15,000	B&W Images per Month	Excess Images at: \$	0.0085	* per B&W Image	<div>Lease payment period is monthly unless otherwise indicated.</div> <div>End-of-Lease Options:</div> <div>You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.</div> <div>1. Purchase the Equipment at Fair Market Value per section 16.</div> <div>2. Renew the Agreement per section 17.</div> <div>3. Return Equipment.</div>		
Payments includes:	15,000	Color Images per Month	Excess Images at: \$	0.06	* per Color Image			
Payments includes:		Scan Images per Month	Excess Images at: \$		* per Scan Image			
Payments includes:		B&W Print Images per Month	Excess Images at: \$		* per B&W Print Image			
Payments includes:		Color Print Images per Month	Excess Images at: \$		* per Color Print Image			
Origination Fee: Up to \$99.00 (included in First Invoice)			Excess Images billed: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly					

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services

Signature:

Title:

Date:

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

- Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers, and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website, (b) Provide us by telephone or facsimile the actual meter readings when requested by us, (c) Allow us (or our agent) access to the Equipment to obtain meter readings, (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- Use Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to you or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- Maintenance, Service and Supplies:** The Dealer agrees to provide Full Service Maintenance during normal business hours including all toner, developer and parts necessary to produce images. You must purchase paper and staples separately. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Dealer's normal business hours and for service required by your negligence or misuse of the Equipment at Dealer's customary rates. We may charge you a supply freight fee to cover our cost of shipping supplies to you.

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>CITY OF ORANGE COVE</u>	DBA Name (If Any) _____	
	Billing Address <u>633 6TH ST</u>	Phone Number <u>559-626-4488</u>	
	City <u>ORANGE COVE</u>	County <u>FRESNO</u>	State <u>CA</u> Zip Code <u>93646</u>
	Agreement Number <u>500-50515323</u> Agreement Date _____		

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____ (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name _____
	Title _____ Date _____
	Name of Government Entity _____

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

Current Situation and Associated Average Monthly Expense



Location/ID	Equipment	Average Monthly Usage		Expenses
		Black Pages	Color Pages	
City Hall - Main A6449	Sharp MX-5070V – Lease #25509045 50 Black Pages/ Minute & 50 Color Pages/ Minute	3,483	6,457	
City Hall – 2nd 34023	Sharp MX-M4070 40 Black Pages/ Minute & 0 Color Pages/ Minute	6,219	n/a	
City Hall – DT1 34024	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	576	682	
City Hall – DT2 34025	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	1,024	956	
City Hall – DT3 34027	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	376	719	
City Hall – Upstairs 34028	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	30	0	
City Yard 34034	Kyocera M2540DW 45 Black Pages/ Minute & 45 Color Pages/ Minute	0	n/a	
Waste Mgmt. 34030	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	74	81	
Water Treatment 34031	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	472	281	
PD - Main 34026	Sharp MX-4070V 30 Black Pages/ Minute & 30 Color Pages/ Minute	1,722	949	
PD - Reception 34032	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	677	1,935	
PD – Chief 34029	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	500	197	
Comm. Ctr. 34033	Sharp MX-C301W 30 Black Pages/ Minute & 30 Color Pages/ Minute	0	0	
Monthly Lease Payment . . .				\$ 3,648.41
Remote IT Services... Add'l Expenses Billed Monthly				\$ 129.35
Operating Expenses for 15,126 B/W Pages & 12,257 Color / Mo.				\$ 545.31
Toner through Staples Add'l Current Unsupported Desktop Printers				\$ 325.00
Total Current Monthly Usage & Expenses. . .				\$4,648.07

Proposed Solution and Associated Average Monthly Expense – “Option #1c – 63 Months



Location/ID	Equipment	Average Monthly Usage		Expenses
		Black Pages	Color Pages	
City Hall - Main NEW	Toshiba e-Studio 5525AC DSDF, LCF, Booklet Finisher, Print/Scan/Fax 55 Black Pages/ Minute & 55 Color Pages/ Minute	3,483	6,457	
City Hall – 2nd NEW	Toshiba e-Studio 4525AC DSDF, LCF, Stapling Finisher, Print/Scan/Fax 45 Black Pages/ Minute & 45 Color Pages/ Minute	6,219	n/a	
City Hall – DT1 NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	576	682	
City Hall – DT2 NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	1,024	956	
City Hall – DT3 NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	376	719	
City Hall – Upstairs NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	30	0	
City Yard NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	0	n/a	
Waste Mgmt. NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	74	81	
Water Treatment NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	472	281	
PD - Main NEW	Toshiba e-Studio 5525AC DSDF, LCF, Stapling Finisher, Print/Scan/Fax 55 Black Pages/ Minute & 55 Color Pages/ Minute	1,722	949	
PD - Reception NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	677	1,935	
PD – Chief NEW	Lexmark XC2235 Copy/Print/Scan/Fax 35 Black Pages/ Minute & 35 Color Pages/ Minute	500	197	
63 Month FMV Lease . . .				\$3,180.10
Billing Pool #1: Toshiba/Lexmark MFD's – B/W 15,000 Impressions billed monthly @ \$0.0085 per pg.				
Billing Pool #2: Toshiba MFP's – Color 15,000 Impressions billed monthly @ \$0.06 per pg.				
Operating Expenses for 15,000 B/W Pages & 15,000 Color / Mo.				\$ Included
Total Proposed Monthly Usage & Expenses. . .				\$3,180.10
Monthly Savings with New Program. . .				\$1,467.97
Savings Over Term with New Program. . .				\$92,482.11

- Upon Acceptance of New Toshiba Equipment, PBT to Issue up to \$19,696.60 to settle current Sharp/DLL Lease #25509045. Upon receipt of return instructions, PBT to pick-up & return current models to leasing at No Charge. Please Add California Sales Tax - Set-up, Delivery & Digital Connectivity – A3 \$450.00-ea. **Waived!** – A4 \$75.00-ea. **Waived!**



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Approval of employee payouts for vacation and compensation time accrued in excess of capped benefits

Attachments:

RECOMMENDATION:

Staff recommends Council approve staff report to authorize city manager payout city employees who have reached the capped limits for vacation and compensation time.

BACKGROUND:

The City of Orange Cove has an employee policy that caps employee vacation at twice there allowed amounts. Compensation time is capped at 80 hours a year. These two items are in the employee handbook. For city administration to enforce employee handbook policies on vacation and compensation time off, we need to pay out accrued time in excess of what the city allows.

FISCAL IMPACT:

The payout of vacation will be approximately \$57,874.13 and approximately \$10,786.51 for compensation time off.

CONFLICT OF INTEREST:

None

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

ARTICLE 10 LEAVES

A. VACATION

Vacation will be accrued and credited on a monthly basis when an employee is in pay status for fifty percent (50%) or more of the work schedule in a month. Each employee shall accrue vacation at the following rate:

Years of Continuous Employment:	Accrual Rate (hrs per month)
Less than 5	8
More than 5 less than 10	10
More than 10 less than 15	12
More than 15	16

Subject to operational needs, the time when vacation leave shall be taken by the employee shall not be unreasonably denied. Employee vacation leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation leave can only be cancelled when unanticipated emergency operational needs require it.

An employee's vacation balance may not accrue for more than double the amount earned during a year. If an employee is unable to take vacation time to lower their balances below the accrual cap due to conditions within the City, the employee will be allowed to cash up to one-half of the accrued vacation amounts.

B. SICK LEAVE

1. Accrual of Sick Leave

Every full-time, regular and probationary employee shall accrue sick leave time at the rate of 8 hours per month. Permanent part-time employees accrue sick leave at a ratio determined by the actual number of hours worked, but not less than one (1) hour for every thirty (30) hours worked.

Sick leave with pay can only be granted by the recommendation of the Personnel Officer of the employee, in the case of disabilities due to illness, injury, or pregnancy.

2. Evidence of Illness

The Personnel Officer may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for an employee's absence during the time for which sick leave was requested.

4. There shall be no pyramiding or duplication of overtime or premium rates.
5. In clarification of the above, it is the policy of the City that overtime work is to be discouraged. However, in case of emergency or whenever the public interest requires, the City Manager, or any department head or designee with respect to any employee in the department head's or designee's department, may require an employee to perform overtime work. No employee, shall be entitled to compensation or compensating time off for overtime work unless such overtime work is approved as provided in this Agreement.
6. Excluding holidays, all employees shall be compensated for approved overtime work by additional pay as follows for holiday overtime compensation:
 - a. Work performed in excess of eight hours on a regular workday and work performed on a Saturday which is a day off but not a holiday shall be compensated at one and one-half times the applicable hourly rate. Work performed in excess of twelve hours on a regular workday or on a Saturday shall be compensated at double time the applicable hourly rate.
 - b. Work performed on a Sunday which is a regular day off shall be compensated for at twice the applicable hourly rate.
 - c. Overtime shall not be credited for units of overtime less than one-tenth of an hour, and fractional units of overtime less than one-tenth of an hour shall not accumulate.
 - d. Employees who wish to work voluntary overtime shall submit a request in writing to their supervisor.
Departments shall endeavor to distribute overtime work as equally as practicable within a work unit, with the understanding that many factors, such as expertise, job location, employee availability, etc. can and will influence overtime assignments.
 - e. The City shall not adjust a regular workweek schedule during said workweek to avoid the payment of overtime.

C. COMPENSATORY TIME OFF

1. Effective with City Council approval of this MOU, an employee has the option to accrue CTO in lieu of cash payment for overtime hours worked for the first eighty (80) hours of overtime worked in a fiscal year. At management's discretion, an employee may accrue additional CTO in lieu of cash for overtime hours worked subject to the limitations noted below. CTO may only be used for time off and may not be cashed out except upon separation from employment.

However, in the last pay period of each fiscal year any unused CTO which is not carried over to the next fiscal year will be cashed out by the City at the employee's base rate of pay.

2. The employee may accrue a CTO balance not to exceed eighty (80) hours. Employees may carry over a maximum of eighty (80) hours of their CTO balance to the next fiscal year, and the employee will not be allowed to accrue any additional CTO until the carried over balance is below eighty (80) hours. A request for carry over of hours, including the number of hours to be carried over, must be submitted in writing to the department/division no later than May 30 of each year.
3. Employees who have reached the maximum eighty (80) hour accrual shall be given cash payment for additional overtime hours worked until such balance has been reduced below the maximum allowable amount of eighty (80) hours.
4. CTO shall be accumulated at the applicable straight time, time and one-half, or double time rate for the time worked.
5. The use of accumulated CTO shall be requested, and subject to approval, the same as is vacation.

D. STANDBY PAY

Employees may be assigned standby duty on a rotating basis at the discretion of management. An employee assigned standby duty will be required to carry a pager or City cell phone and shall refrain from consuming alcohol or taking any substance which may impair the employee's ability to perform all required duties. Employees on standby duty are required to respond, and shall report to the work site within one hour of being paged. Standby pay shall be \$2.25 per hour.

Time spent on standby duty shall not be considered hours worked, and standby pay shall not be included in the calculation of an employee's regular rate of pay under the Fair Labor Standards Act. In the event an employee on standby duty is required, and does report to the work site after leaving the assigned work area for the day, the employee will be compensated as provided in the Call Back section of this Agreement.

In the event an employee on standby duty responds to a telephone call regarding City work, but does not report to the work site, the employee shall be compensated as provided in the Telephone Call section of this Agreement and not pursuant to the Call Back section.

SPECIAL POLICE AND FIRE TAX

To continue generating approximately \$263,965 annually to fund police services and fire prevention and protection services. Eighty percent (80%) of the special tax proceeds shall be used for police services and twenty percent (20%) shall be used for fire prevention and protection services. Shall the City of Orange Cove continue the parcel tax, known as Measure "O", without expiration, with all funds generated staying in the City of Orange Cove?

EXHIBIT "A"

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING A SPECIAL TAX FOR POLICE AND FIRE AS AUTHORIZED IN GOVERNMENT CODE SECTION 53978, AMENDING CHAPTER 3.34.070 OF THE CITY OF ORANGE COVE MUNICIPAL CODE.

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

SECTION 1. Amendment of Special Police/Fire Tax. Chapter 3.34.070 of the Orange Cove Municipal Code is amended to read as follows:

3.34.070 ~~**Sunset Clause.** — The Special Tax adopted under this Chapter shall sunset and expire by operation of law on November 30, 2024.~~ **Expiration.** The Special Tax adopted under this Chapter shall continue until repealed.

ORDINANCE No. 2023-__ was PASSED AND ADOPTED by the Voters of the City of Orange Cove, County of Fresno, by a 2/3 vote of the voters at a regular election held on November ____, 2023.

Dora Silva
City Clerk

ORDINANCE NO. 23 - __

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AMENDING TITLE 3 CHAPTER 3.08.040 AND 3.08.050 OF THE ORANGE COVE
MUNICIPAL CODE**

WHEREAS, Title 3, Chapter 3.08, sets forth the revenue and finance policies and procedures of the City of Orange Cove, including the purchasing authority of the City's purchasing officer.

WHEREAS, inflation has increased the standard costs of items and services necessary for the function of the City of Orange Cove, which requires an increase in the purchasing authority for the City's purchasing officer; and

WHEREAS, the Orange Cove City Council desires to amend Chapter 3.08.030 and 3.08.040 to reflect the need for an increased purchasing authority for the City's purchasing officer;

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

SECTION 1. Amendment of the Purchasing Amount Authority. Chapter 3.08.030 of the Orange Cove Municipal Code is amended to read as follows:

A. City Manager. Purchases and contracts of ~~less than five thousand dollars~~ 50,000 dollars or less may be awarded and signed by the city manager unless the city council expressly reserves approval on a particular purchase or contract or the city manager requests council approval.

B. City Council. If the amount of any purchase or contract is ~~five thousand dollars or more~~ more than 50,000 dollars, the contract shall be awarded by the city council and signed by the mayor.

SECTION 2. Amendment of Purchases and Contracts That are Not Public Projects. Chapter 3.08.040 of the Orange Cove Municipal Code is amended to read as follows:

A. Procedures for Specific Amounts. The following procedures shall be followed when purchasing or leasing materials, supplies, equipment or services:

1. Zero dollars to five hundred dollars—The city manager shall ensure that the city pays fair prices and receives commensurate value for amounts expended.
2. Five hundred and one dollars to two thousand five hundred dollars—Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
3. Two thousand five hundred and one dollars or higher—Written specifications describing the delivery schedule, materials, supplies, equipment or services must be prepared. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.

B. Purchase Order or Contract Required. Purchases of supplies, equipment, and services shall be made only by written purchase order or contract.

SECTION 3. This Ordinance shall go into full force and effect 30 days after publication.

PASSED, and ADOPTED this ____ day of ____, 2023.

Mayor of the City of Orange Cove

ATTEST:

Dora Silva
City Clerk of the City of Orange Cove

ENGINEER'S REPORT

TO: Dario Dominguez, Public Works Director
FROM: Michael Giersch, PE, Giersch and Associates, Inc.
SUBJECT: Projects Update
DATE: June 14, 2023

Status of work in progress.

1. WWTP and RAS Pump Project.

The Notice to Proceed was issued on March 27, 2023 and they have 210 calendar days to complete the project. The work includes clarifier repairs on both No. 1 and No. 2 as well as new RAS pumps and an automated WAS valve with vault. Construction is underway and long lead time items are expected in July. Emergency repairs to Clarifier No. 2 are complete. Contractor is WM Lyles. Contract amount is \$1,096,100.

2. EDA Park Boulevard Project.

Working with EDA to resolve right of way certification and budget review. Some issues regarding the design have been brought to the attention of City staff. Reducing the project cost is recommended and EDA requests rebidding the project with changes. We recommend deleting the traffic signals to reduce the cost and allow for alternatives to be considered. The striping plan is under revision to allow for existing on street parking on Anchor Ave. The traffic signal will be removed to reduce the budget. The project will be put out to bid as soon as the striping plan is complete and EDA approves the R-O-W certification.

3. City Hall Stairways and ADA access

The stairs and handrails per the building code are complete. The old wheelchair lift is working, and code enforcement will allow use of the old unit until we can layout a plan for a new chair lift for review by staff and Council. The contractor will return to repair minor pitting in the welds and finish sanding the stainless steel rails.

4. J.O. Eaton Park

The bidding is complete. The contractor has agreed to reduce the scope of the project in an effort to reduce the cost. Funding with impact money was removed from the project budget on advice from the City Attorney.

5. Sequoia View Park

A new boundary for the park has been established to accommodate the sale of 8 acres for commercial development east of the park. Staff is reviewing design requirements and a preliminary layout will be prepared for review.

6. Drought Relief Grant

Johnson drilling completed the test well on April 13. Water samples have been tested and the results are under review. Biweekly contact with DWR was made last week. The City has requested an extension from the land owner to allow for the

completion water analysis until May 26. Alternatives for other sources are under investigation in case the ground water is not usable.

7. Macias Tract 6289

The final map has been reviewed and requires some corrections and resubmittal. The improvement plans have been approved. The contractor has requested a grading permit. The subdivision agreement is being prepared. A revision to the storm water pipeline plan is being negotiated with OCID.

8. CMAQ Alley Project

Caltrans just supplied us with documentation for this project and a copy of the plans and specifications. Staff will be reviewing this project to make sure everything is complete before it is put out for bids. Need to confirm that the matching funds are available before going out to bid.

9. Sheridan Park Renovation

Project information has recently been obtained and the scope of work is under review. Public Works, Parks and Engineering are reviewing the proposed improvements and will be evaluating the possibility of making room for a community pool. The quarterly grant report has been made.

10. WWTP Monitoring Wells

A draft report from Dr. Ken Schmidt has been received and is under review before it is submitted to the state. Well elevations have been obtained this week to allow for inclusion in the state database.

11. G Street Storm Drain Issue

The possible solution for drainage was going to cost over \$20,000. This is not a viable option. A different option is being reviewed with the public works director.

12. Harbison Subdivision

The tentative map was reviewed, and changes are required. There is a storm water issue that will require resolution before the project can proceed.

13. Anchor Commercial Property

Waiting for tentative map to be submitted.

14. WWTP Solar Project

Waiting for plans to be submitted for review.

15. Additional projects are under review with City staff in coordination with my office.

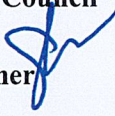


Meeting Date: June 8, 2023

Agenda Item:

City Council Meeting

REPORT TO: Orange Cove City Council

REPORT FROM: Shun Patlan, Planner 

AGENDA ITEM: City Council Update Report

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☐ Motion ☒ x Receive/File

Martinez Tract Map – Six more homes have been finished this week. There is a total of twelve finished homes and the remaining six will be completed by end of June or so.

Macias Tract Map -

Yanez continues to grade the property. They are now grading cutting out the proposed street for the tract. Yanez project engineer is working on finalizing the final map. Once it is submitted and meets compliance, it will be presented to the city council for consideration/approval.

Blossom Estates/Piro – No new update on this project. Developers are still working on the final map and improvements plans.

Blossom Heights Apartment Project – The required (60) day notice of the surplus land has expired effective May 31, 2023. No "Letters of Intent" were submitted by any public entity. Staff did receive one offer from a private developer. On June 7, 2023 the City Council approved the sales and purchase agreements for Blossom Heights and for Universal Properties. The agreements are ready to be signed and executed. Once the agreements are signed, staff will work with the city attorney to prepare the review package that will be sent to the Department of Housing and Community Development for a (30) day review and approval period. Once the city receives the HCD approval, then the escrow can closed for the land sale.

Property behind Burger King

Staff is wrapping up the review and will be preparing comments on the parcel map that was submitted by the developer. The developer is proposing to parcel out the (8) acres into (8) separate parcels.

Commercial Development

On May 8, 2023 staff received the revised site plan from Mr. Alex Enrique on the proposed commercial development on Railroad and 11th Street. Mr. Enrique purchased the property and is moving forward with the application. On June 6, 2023 staff completed the second review of the site plan and provided Mr. Enrique with a written comment letter. The comment letter requires some additional revisions and information. Mr. Enrique informed staff that he acquired a new draftsman for preparing the revised site plan. Staff recommended with meet to review the requirements.

Housing Authority Rehab Project –

Work continues on The Citrus Gardens Rehabilitation construction continues with no issues to date. This is a 3.2 million dollar rehabilitation.

Property located on Citrus and on 10th Streets

Proposed Tentative Subdivision Map –

No new updates to report.

On February 14, 2023 staff received a tentative subdivision tract map that includes a 17-lot development. The developer proposed to construct 17-single family homes ranging from 1,500 to 2,500 square feet and price range from \$350,000.00 to \$500,000.00. Staff has met with the project engineer and have provided several comments on the project. There is a major is that involve the placement of the storm water run-off for the development. There is no current ponding basin available. Staff and the city engineer are reviewing other alternatives for the storm water run-off.

This project is located on Tangerine and Orange Streets.

Code Enforcement Activity –

Staff has been working a several code enforcement complaints. There are currently (9) active cases. A summary of the cases is hereby attached.

Mayor
Diana Guerra Silva

Mayor Pro Tem:
Gilbert Garcia

City Council Members:
Josie Cervantes
Esperanza Rodriguez
Maria Vacio



Interim City Manager:
Rudy Hernandez
(559) 626-4488 ext. 215

Finance Director:
Rudy Hernandez
(559) 626-4488 ext. 216

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

Incorporated January 20, 1948

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

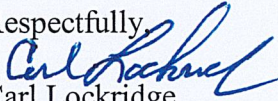
June 07, 2023

TO: Mr. Shun Patlan, Director of Planning and Building & Safety

The Building/Code Enforcement division has the following open code enforcement cases:

#	ADDRESS	VIOLATION	NOTICE
1	435 Center Street	Dilapidated Structure & Lot Maintenance	2 nd 14 Day
2	633 Sixth Street	Leaking Roof & Leaking Bathroom Water Line	1 st 30 Day
3	700 Center Street	Lot is clutter with junk, trash, & debris.	1 st 30 Day
4	755 B Street	Sinks do not drain, No shower water, mold on base board, and concerns of dwelling heating.	1 st 30 Day
5	203 Park Blvd.	Demolition Debris from Fire Removal	1 st . 30 Day
6	APN 378-200-83	Overgrown Field of Weeds	1 st 15 Day
7	APN 378-200-21	Overgrown Field of Weeds	1 st 15 Day
8	1122 South Ave	Accumulation of weeds, Front and Rear yard clutter with combustible material, debris, & Junk	2 nd 10 Day
9	599 8 th Street	Stop Work on Construction Underway	1 st 30 Day

Respectfully,


Carl Lockridge
Building Inspector



ORANGE COVE POLICE DEPARTMENT

MAY 2023 MONTHLY STATISTICS

CHIEF OF POLICE - JAVIER PEÑA



PART 1 CRIMES						
	APRIL	MAY	%	YTD	YTD	
	2023	2023	Change	2022	2023	
Homicide	0	0	0%	1	1	
Rape	0	0	0%	0	0	
Attempted Murder	0	0	0%	1	1	
Robbery	0	0	0%	1	3	
Assault	0	0	0%	4	3	
Burglary	0	4	400%	7	9	
Grand Theft Auto	1	2	33%	11	9	
Total Part 1 Crimes	1	6	500%	25	26	
	APRIL	MAY	%	YTD	YTD	
	2023	2023	Change	2022	2023	
Sex Crimes	0	0	0%	6	2	
Narcotics	1	2	100%	16	5	
Child Abuse	2	0	-100%	1	4	
Total Part 2 Crimes	3	2	-33%	23	11	
	APRIL	MAY	%	YTD	YTD	
	2023	2023	Change	2022	2023	
Total Traffic Collisions	2	5	150%	17	17	
Fatalities	0	0	0%	0	0	
Injury	0	1	100%	3	2	
Non Injury	0	3	300%	8	9	
Hit & Run	2	1	-50%	6	6	
	APRIL	MAY	%	YTD	YTD	
	2023	2023	Change	2022	2023	
Total Traffic Citations	27	26	-4%	64	110	
Total Vehicle Stops	124	109	-12%	358	509	
Seatbelt Violations	1	1	0%	2	3	
Unsafe Speed Violations	1	1	0%	3	5	
Fail To Obey Stop Sign/Light	5	5	0%	6	27	
Driving Under the Influence	1	1	0%	6	7	
Gang Arrests - Felony	0	1	100%	0	1	
Gang Arrests - Misdemeanor	0	0	0%	0	0	
Gang Field Interview Cards	0	1	100%	11	2	
Juvenile Detentions/Arrests	0	0	0%	3	2	
Adult Arrests	12	7	-42%	52	40	

	APRIL	MAY	%	YTD	YTD
	2023	2023	Change	2022	2023
5150	12	12	0%	30	61
Agency Assist	7	5	-29%	29	35
Battery	0	1	100%	6	4
Evading/Obstructing Officer	2	1	-50%	3	12
Fraud	1	2	100%	0	10
Identity Theft	0	0	0%	0	2
Spousal Abuse	3	5	67%	18	21
Graffiti/Vandalism	5	6	20%	16	23
Veh. Burglaries	0	1	100%	2	7
General Incidents	23	12	-48%	61	94
Weapons Confiscated	2	1	-50%	7	6
Petty Theft	4	5	25%	12	17
Public Intoxication	0	1	100%	6	3
Suspended License	4	1	-75%	6	9
Unlicensed Drivers	9	10	11%	24	40
Vehicles Towed	10	7	-30%	40	27
Vehicles Released	3	5	67%	19	13
Case Number Drawn	137	146	7%	521	664



ORANGE COVE POLICE DEPARTMENT

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