



AGENDA
ORANGE COVE CITY COUNCIL
SPECIAL MEETING
July 5th, 2023
5:00 PM

CALL TO ORDER/WELCOME

Roll call
Invocation
Flag Salute

CONSENT

- 1) Approval to dispose of items within the Public Works Department
- 2) Approval of RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY NOVEMBER 7, 2023, FOR THE PARCEL TAX BALLET MEASURE OF SAID CITY AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2023 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10400 ET SEQ.; TO PERMIT THE COUNTY CLERK/REGISTRAR OF VOTERS OF THE COUNTY OF FRESNO TO RENDER SPECIFIED SERVICES TO THE CITY OF CITY OF ORANGE COVE RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10002; AND AUTHORIZING REIMBURSEMENT FUNDS TO PAY FOR SAID SERVICES

Dominguez

Parra

REGULAR BUSINESS

- 1) **SUBJECT:** Modify Purchase agreement for 6.05 acres of city owned land for affordable multi-family residential units located at the City of Orange Cove's Industrial Park (Brian Young & Darrel J. Lashinski - Purchaser) APN 378-200-62

Patlan

RECOMMENDATION: Council to consider Resolution No. 2023-30 approving the Real Property Purchase and sales agreement, escrow instructions and deed of trust authorizing the City Manager to execute the agreement(s) and related documents.

- 2) **SUBJECT:** Council to correct Grant Deed for (Brian Young & Darrel J. Lashinski – Purchaser) APN 378-200-62

Patlan

RECOMMENDATION: Council to approve Resolution No. 2023-31 approving the correction needed for Grant Deed (Brian Young & Darrel J. Lashinski – Purchaser) APN 378-200-62 and authorized of said Grant Deed

PUBLIC HEARING

- 1) **SUBJECT:** APPROVAL OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, SUBMITTING TO CITY VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 7, 2023, A BALLOT MEASURE RELATING TO ORDINANCE NO. 395 REGARDING THE CONTINUANCE OF A SPECIAL TAX (MEASURE "O") FOR POLICE AND FIRE SERVICES IN THE CITY OF ORANGE COVE.

Parra

RECOMMENDATION: Council to Approve A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, SUBMITTING TO CITY VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 7, 2023, A BALLOT MEASURE RELATING TO ORDINANCE NO. 395 REGARDING THE CONTINUANCE OF A SPECIAL TAX (MEASURE "O") FOR POLICE AND FIRE SERVICES IN THE CITY OF ORANGE COVE.

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 cityoforange Cove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and

- unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
 4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.
 5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

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

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

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



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Dario Dominguez, Public Works Director
Subject: Approve disposal of several items within the Public Works Department.

RECOMMENDATION:

Approve disposal of the identified surplus items in Exhibit A.

BACKGROUND:

Public Works Department has identified multiple items that are stored at the City Yard and that are no longer needed in Public Works operations. Several of these are recyclable items such as metals, signs, old brass meters.

It is recommended that the items on Exhibit A be disposed of through recycling centers.

FISCAL IMPACT:

There is no fiscal impact as this action does not include the appropriation or expenditure of funds. Any revenue generated from the sale of these items will be included in an upcoming budget amendment to appropriate the funds.

CONFLICT OF INTEREST:

Staff is not aware of any conflict of interest.

Attachments

- Exhibit A: Surplus List

EXHIBIT A

No.	Description	Amount	Type
1	Damaged/faded street signs	100	Aluminum
2	Brass Meters	50	Brass
3	Old pipes and miscellaneous scrap metal items	Approx 2 tons	Metal
4	Damage Pumps and motors	Approx 4 tons	Metal
5	Desks	7	Wood

Prepared by: Public Works Director, Dario Dominguez Approved by: _____

REVIEW: Finance Director _____ Finance: _____ City Attorney: _____

TYPE OF ITEM: COUNCIL ACTION: APPROVED DENIED NO ACTION

<p><u> X </u> Consent</p> <p><u> </u> Info Item</p> <p><u> </u> Action Item</p> <p><u> </u> Department Report</p> <p><u> </u> Redevelopment Agency</p>	<p><u> </u> Public Hearing</p> <p><u> </u> Matter Initiated by a Council Member</p> <p><u> </u> Other</p> <p><u> </u> Continued to: _____</p>
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RESOLUTION NO. 2023 - 29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY NOVEMBER 7, 2023, FOR THE PARCEL TAX BALLET MEASURE OF SAID CITY AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE AND CANVASS THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER __, 2023 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10400 ET SEQ.; TO PERMIT THE COUNTY CLERK/REGISTRAR OF VOTERS OF THE COUNTY OF FRESNO TO RENDER SPECIFIED SERVICES TO THE CITY OF CITY OF ORANGE COVE RELATING TO THE CONDUCT OF SAID GENERAL MUNICIPAL ELECTION PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10002; AND AUTHORIZING REIMBURSEMENT FUNDS TO PAY FOR SAID SERVICES

WHEREAS, the next Statewide General Election to be held in the County of Fresno will take place on November 7, 2023; and

WHEREAS, the City of Orange Cove, intends to call and order a General Municipal Election on Tuesday, November 7, 2023, for parcel tax ballot measure, to be called "Measure O";

WHEREAS, it is the desire of the City Council of the City of Orange Cove to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to consolidate said election with the Statewide General Election pursuant to Part 3 of Division 10 of the Elections Code of the State of California (commencing with Section 10400) to be held on the same date and that, within the City of Orange Cove, the precincts, vote center locations, ballot drop box locations, and election officers of the two (2) elections be the same; the County Clerk/Registrar of Voters canvass the returns of the General Municipal Election; and the election be held in all respects as if there were only one (1) election; and

WHEREAS, it is the desire of the City Council of the City of Orange Cove to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to render specified services to the City of Orange Cove relating to the conduct of a General Municipal Election pursuant to Section 10002 of the Elections Code of the State of California; and

WHEREAS, Section 10002 of the Elections Code of the State of California requires the City of Orange Cove to reimburse the County of Fresno in full for the services performed upon presentation of a bill to the city of Orange Cove.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE COVE as follows:

SECTION 1. A General Municipal Election is called and ordered for the City of Orange Cove to be held on November 7, 2023, for the purpose of an election to decide on a parcel tax measure, to be called "Measure O."

SECTION 2. Pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the Board of Supervisors of the County of Fresno is hereby requested to consent and agree to the consolidation of the General Municipal Election and the Statewide General Election on November 7, 2023.

SECTION 3. In accordance with the provisions of Section 10403 of the Elections Code of the State of California, the City Council of the City of Orange Cove acknowledges that the consolidated election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election pursuant to Section 10418 of the Elections Code of the State of California.

SECTION 4. The Board of Supervisors of the County of Fresno is requested to direct the County Clerk/Registrar of Voters to take any and all steps necessary for and related to the holding of the consolidated election in a manner consistent with law, including, without limitation: the provision of all election materials and equipment; publication of notices; the hiring, training and supervision of election officers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials; the collection of submitted ballots; the tallying and canvassing of votes; and the certification of election results.

SECTION 5. Pursuant to Section 10002 of the Elections Code of the State of California, the City Council of the City of Orange Cove authorizes reimbursement to the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Orange Cove.

SECTION 6. The City requests that the Registrar of Voters publish the Notice of Election in the following newspaper, which is the newspaper of general circulation that is regularly circulated in the City: Reedley Exponent

THE FOREGOING RESOLUTION WAS APPROVED AND ADOPTED by the City Council of the City of Orange Cove at a special meeting of the City Council held on July 5, 2023, by the following vote:

AYES: None

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:

Diana G. Silva, Mayor of City of Orange Cove

Dora Silva, Municipal City Clerk



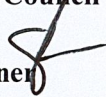
3

Meeting Date: 7/5/23

Agenda Item: __

ORANGE COVE CITY COUCIL MEETING

REPORT TO: Orange Cove City Council

REPORT FROM: Shun Patlan, Planner 

AGENDA ITEM: City council to Consider approving a Modification to the Purchase Agreement and Sales Agreement for Parcel 378-200-62

ACTION REQUESTED: __Ordinance ☒ Resolution __Motion __Receive/File

RECOMMENDED ACTION BY CITY COUNCIL

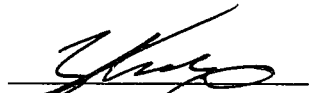
1. Staff recommends the City Council consider approving Resolution No. ____ approving a Modification to the previous Purchase and Sales Agreement approved by the City Council on June the 7, 2023 for the sale of 6.5 acres of property at the Industrial Park.

BACKGROUND

On June 7, 2023 the City council approved the Purchase and Sales Agreement for Blossom Heights, LLC. Staff has contacted Chicago Title company to re-start and close the escrow for the sale of property. However, staff has been informed by the title company that the buyers now are requesting that the name "Blossom Heights, LLC" be removed from the Purchase and Sales Agreement and only name the buyers to be as Brian F. Young and Darrell J. Lashinski.

The buyers are stating that the "Blossom heights, LLC" is not currently registered as a corporation, but will be registering the LLC shortly. The title company has also stated that escrow cannot close if the LLC is not current registered.

In order to avoid any delays in closing escrow staff recommends that the city council modify the agreement accordingly.

Prepared By: 

Approved By: _____

Reviewed: City Manager: _____

Finance: _____

City Attorney: _____

Type of Item:

Council Action: Approved Denied No Action

___ Consent

___ Public hearing

___ Info Item

___ Matter Initiated by a Council Member

___ Action Item

___ Other

___ Department Report

___ Continue To: _____

___ Redevelopment Agency

RESOLUTION NO. 2023- 30

**A 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(S) AND RELATED DOCUMENTS**

APN NO. 378-200-62

WHEREAS, the city is the owner of a 6.05 acre of vacant parcel of land located at the northeast corner of Center Street and South Avenue within the City of Orange Cove as shown as APN 378-200-62 on attached Exhibit "A" and,

WHEREAS, the City of Orange Cove and the City Council's goal is to encourage affordable multi-family housing for the residents of Orange Cove, and,

WHEREAS, the City Council of the City of Orange Cove has found that the proposed purchaser(s) of the 6.05-acre parcel Brian F. Young and Darrell J. Lashinski are interested in providing said affordable multi-family residential units in a proposed two-phase development and,

WHEREAS, the City Council has determined that the sale to the proposed purchaser(s) will result in the development of an affordable multi-family residential units and,

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

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

1. That foregoing recitals and each of them are true and correct and they are each hereby adopted as findings of the City.
2. That the Agreement(s) as shown as attached herein as proposed between the City of Orange Cove and Brian F. Young and Darrell J. Lashinski for the purchase, construction and development of affordable multi-family residential units and,
3. That the Mayor and City Manager of the City are hereby authorized to execute the attached agreement(s) on behalf of the City Council of the City of Orange Cove.

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

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Orange Cove at a meeting held on the 5th day of July 2023 by the following vote:

AYES: 0 COUNCIL MEMBERS:

NOES: 0 COUNCIL MEMBERS:

ABSTAIN: 0 COUNCIL MEMBERS:

ABSENT: 0 COUNCIL MEMBERS:

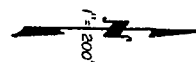
Diana G. Silva
Mayor, City of Orange Cove

Dora Silva
Acting City Clerk

Subject Site

SUBDIVIDED LAND IN POR SEC. 13, T.15S., R.24E. M.D.B.&M.

378-20



HILLS VALLEY

RD

57

Parcel Map No. 88-02, Bk. 49, Pg. 18
Parcel Map No. 73-01 - Bk 7 Pg 90

Parcel Map No. 88-02, Bk. 49, Pg. 18
Parcel Map No. 73-01 - Bk. 7, Pg. 90
Town of Orange Cove - Plat Bk 7, Pg.s 93-96
Tract No. 2613 - Plat Bk. 28, Pg. 88
Tract No. 4440 - Plat Bk. 54, Pg. 8
Parcel Map No. 2004-01, Bk. 65, Pg. 32
Parcel Map No. 2006-02, Bk. 70, Pg. 3-4

**NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.**

Assessor's Map Bk. 378 - Pg. 20
County of Fresno, Calif.

H 02-13-2014 DK

PURCHASE AND SALE AGREEMENT
(APN 378-200-62 Orange Cove, California)

This Purchase and Sale Agreement (the "Agreement") is made as of 6th day of July, 2023 by and between **City of Orange Cove**, a municipal corporation ("Seller"), and **Brian F. young and Darrell J. Lasshinski** ("Buyers") with reference to the following facts and purposes.

RECITALS

A. Seller is the owner of certain real property (the "Property") identified as APN 378-200-62 Orange Cove, California as further described in Exhibit A attached hereto and incorporated herein by reference.

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

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

1. Purchase and Sale of the Property.

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

2. Purchase Price.

The purchase price for the Properties shall One Hundred Fifty One Thousand Five Hundred Dollars and Zero Cents (\$151,500.00) (the "Purchase Price"). Buyer shall pay Seventy Five Thousand Dollars and Zero Cents (\$75,000.00) as a down payment at the close of escrow. Seller will carry the balance of Seventy Six Thousand Five Hundred Dollars and Zero Cents (\$76,500.00) for 5 years, with annual payments of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). Buyer will pay in full on or before the 5-year period is complete or when second phase of the development commences, whichever is first.

3. Opening Escrow.

Prior to Closing, the Parties shall establish an escrow ("Escrow") with Chicago Title Company ("Escrow Holder") or a mutually acceptable title company. Upon opening of escrow, Buyer will deposit the sum of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) (the "Initial Deposit") as evidence of its good faith intention to close the escrow. The Initial Deposit shall be in the form of cash.

4. Escrow and Closing.

4.1 Upon the opening of escrow, Buyer shall have a period of one hundred twenty (120) calendar days following the opening of escrow (the "Feasibility Period") to

determine the feasibility of purchasing the Property. At any time prior to the end of the Feasibility Period, Buyer may terminate the Agreement for any reason and obtain a full refund of the Deposit. At the end of one hundred twenty (120) days, should Buyer be satisfied of its due diligence items and wish to continue forward, Buyer shall notify the escrow holder and provide for the initial Two Thousand Five Hundred Dollars (\$2,500) deposit to become non-refundable, but applicable to the purchase price.

4.2 Subject to satisfaction of the contingencies hereinafter described, Escrow Holder shall close this Escrow (the "Closing") by:

- (a) recording the Grant Deed (defined below) and other documents required to be recorded in the Official Records of Fresno County; and
- (b) disbursing the Purchase Price to Seller and other funds in accordance with the escrow instructions to be provided by Buyer and Seller.

5. Conditions to Close.

Buyer and Seller shall execute a Development Covenant, the terms of which are incorporated herein by reference, for Buyer's development of affordable homes on the Property.

1
SEP

6. Costs of Escrow.

All fees and costs of Escrow shall be paid by Buyer, including but not limited to the premium for Buyer's owner's policy of title insurance.

7. Representations and Warranties.

The Seller represents, warrants and covenants to the Buyer, as of the date of this Agreement and as of the date of Closing, as follows:

(a) No Condemnation. To the best of the Seller's actual knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property, or any portion thereof, nor does the Seller have any actual knowledge that any such action is contemplated.

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

(c) Clear Title. Seller is the owner of the Property and, to the best of Seller's actual knowledge, Seller has marketable and insurable fee simple title to the Property free of

restrictions, leases, liens and other encumbrances except for such items reflected in Buyer's title policy. Prior to the Closing, Seller shall not convey or accept any offer to convey the Property or any portion of the Property nor shall Seller encumber or permit encumbrance of the Property in any way nor grant any property, contract or occupancy right relating to the Property or any portion thereof without the prior written consent of Buyer which may be withheld in Buyer's sole and absolute discretion.

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

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

Seller makes the above representations with the understanding that each of said representations and warranties is material, notwithstanding any investigations, inspections or

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

8. Conveyance by Deed.

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

9. Development of the site by the Buyer.

(a) Each of the Properties will be developed in accordance with a Development Covenant, the terms of which are incorporated herein by reference, executed by the parties.

(b) Buyer shall be solely responsible for: (i) determining whether development of the Property will be subject to prevailing laws (California Labor Code § 1720, *et seq.*); and (ii) adhering to all prevailing wage laws governing the development of the Property. Buyer will indemnify, defend, and hold Seller and Seller's officials, officers, employees, and agents harmless from Buyer's violation of any prevailing wage laws applicable to the development of the Property. [SEP]

(c) The Properties will be sold to qualified low income households so that the Property will be utilized for affordable housing. The initial sale of each house constructed shall be sold to an income qualified low-income household. Income qualified households ("Qualifying Buyers") shall be "Low Income" which means persons whose income does not exceed the limits set forth in Section 50079.5 of the California Health and Safety Code or any successor statute thereto.

(d) Buyer shall not sell the Property until affordable housing is developed in full on the Property.

(e) Seller does not have any in-house grant writing capabilities. Therefore, Seller cannot assist Buyer in any grant writing needs, and will not be applying for any grants on behalf of the Project. All grant writing and applications will need to be handled by Buyer.

(f) Buyer will be responsible for all rezoning costs and applications to rezone the Property. Additionally, Buyer will be responsible for all subdivision map requirements and necessary lot line adjustments.

(g) Developer shall not assign, transfer or sell any total or partial sale, transfer, conveyance or assignment of all or part of the project site until it has been developed as affordable housing or sold to another company that will develop the property as affordable housing with notice and consent by the city.

(h) The Developer shall apply for a building permit for the project within twelve (12) months of the date of this agreement and shall have the option to extend the condition to apply for a building permit for another six (6) months. Furthermore, the Developer shall be entitled to an extension of the project completion and and/or the project operation date for such period as may be reasonably necessary to overcome the effects of a delay cause by acts of God: earthquake; natural catastrophe, usual severe weather or flood, unavoidable inability to secure labor, materials, supplies or equipment, strike or similar labor dispute, or other unforeseen cause beyond the developer's control. The Developer shall not be entitled to any extension unless it has given the City of Orange Cove written notice of such delay within ten (10) days after its onset slating the cause of the delay and the extension period the developer reasonably expects will be needed. The actual extension period shall be subject to the approval of the City of Orange Cove. Such an extension of time shall be the Developer's sole remedy under this agreement for any delay in constructing the project.

(i) The Buyer is representing and assures that they will not apply for any property tax exemption on the Property or the Project. This promise is secured by the Deed of Trust, which will be recorded and incorporated by reference.

10. Property Taxes and Assessments.

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

11. "As Is".

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

(b) Except as expressly set forth in this Agreement, Buyer will indemnify, defend, and will hold Seller and Seller's officials, officers, employees, and agents (collectively "Seller Parties") harmless and hereby waives, releases, remises, acquits and forever discharges Seller and the Seller Parties of and from any and all suits, causes of action, legal, equitable or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, arising on the date of Closing or thereafter, and arising out of or in any way

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

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

12. No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify the other party, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's attorneys' fees, if necessary, arising out of the broker's or finder's claim.

13. Notices.

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

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

To the Buyer: Brian F. Young
 Darrell J. Lashinski
 5735 Steward Avenue
 Visalia, Ca. 95382
 Attn: Brian Young

13. Assignment.

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

14. General Provisions.

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

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

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

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

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

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

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

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

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

“SELLER”

CITY OF ORANGE COVE, a municipal corporation

Dated: July 6, 2023

By: _____

Daniel T. Parra
City Manager

“BUYER”

Dated: July 6, 2023

By: _____

Brian F. Young



Date: July 6, 2023

By: _____

Darrel J. Lashinski




Meeting Date: 7/5/23

Agenda Item: __

ORANGE COVE CITY COUCIL MEETING

REPORT TO: Orange Cove City Council

REPORT FROM: Shun Patlan, Planner 

AGENDA ITEM: Grant Deed Correction APN 378-200-62

ACTION REQUESTED: __Ordinance ☒ Resolution __Motion __Receive/File

RECOMMENDED ACTION BY CITY COUNCIL

1. Staff recommends the city council consider approving Resolution No. ____ approving the new Grant Deed shown as Exhibit "A" attached that will correct the Grant Deed recorded in 2005 when the City of Orange Cove purchased the property from Zaninovich Bros.

BACKGROUND

In 2005 the city of Orange Cove purchased the property that is now being sold to Brian F. young and Darrell J. lashinskii. During the escrow period a preliminary title report was ordered by Chicago Title, who is handling the land sale. The preliminary title report discovered that there was in error in the legal description the original grant deed was recorded as Document No. 2005-109849. The new "Grant Deed" was prepared by the city attorney's office.

The city council approved the sale of property (APN 378-200-62) on June 7, 2023

FISCAL IMPACT:

1. Is There a Fiscal Impact? No
2. Is It Currently Budgeted? No
3. If Budgeted, Which Line? N/A

Prepared By: 

Approved By: _____

Reviewed: City Manager: _____

Finance: _____

City Attorney: _____

Type of Item:

Council Action: Approved

Denied

No Action

___ Consent

___ Info Item

___ Action Item

___ Department Report

___ Redevelopment Agency

___ Public hearing

___ Matter Initiated by a Council Member

___ Other

___ Continue To: _____

RESOLUTION NO. 2023-31**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING
THE EXECUTION AND RECORDING OF A GRANT DEED TO ADDRESS A TITLE
DISCREPANCY AFFECTING CITY-OWNED PROPERTY**

WHEREAS, on July 5, 2023, the City Council of the City of Orange Cove adopted Resolution No. 2023-_____ that approved the execution of a purchase and sale agreement for the sale of City-owned property (Property) to Brian F. Young and Darrell J. Lashinski; and

WHEREAS, Chicago Title Company (CTC) will serve as the escrow holder for the sale of the Property to Brian F. young and Darrell J. Lashinski; and

WHEREAS, CTC has commenced its title work with respect to the City's sale of the Property to Universal; and

WHEREAS, CTC determined that the Grant Deed (Zaninovich Deed) that the City received when it purchased the Property from Zaninovich Bros., Inc. (Zaninovich) in 2005 incorrectly identifies the Property's legal description; and

WHEREAS, Zaninovich is no longer recognized as a corporate entity by the State of California; and

WHEREAS, CTC contacted Zaninovich's last known agent for service; and

WHEREAS, Zaninovich's last known agent for service also served as Zaninovich's corporate counsel;

WHEREAS, the agent for service is unaware of any individuals who may have authority to execute a correctory deed on Zaninovich's behalf to address the legal description error contained in the Zaninovich Deed; and

WHEREAS, in consultation with CTC, the Grant Deed (Grant Deed) attached hereto as Exhibit "1," which is incorporated herein by reference, was prepared; and

WHEREAS, CTC expressed a willingness to issue a title policy to the purchaser of the Property, which policy will reflect the City as the seller of the Property, if the City executes and records the Grant Deed.

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

1. That foregoing recitals and each of them are true and correct and they are each hereby adopted as findings of the City.
2. City Manager Damiel T. Parra is hereby authorized and directed to: (i) execute and cause the Grant Deed to be recorded; and (ii) execute on the City's behalf a Certificate of Acceptance for the Grant Deed.

I hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted by the City Council of the City of Orange Cove at a meeting held on the 5th_ day of July, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENCE:

Mayor, Diane Guerra Silva

Dora silva, City Clerk

STATE OF CALIFORNIA)

COUNTY OF FRESNO) ss

CITY OF ORANGE COVE)

I, June Bracamontes, City Clerk of the City of Orange Cove, do hereby certify the foregoing Resolution was duly passed and adopted at a regular meeting of the City Council of the City of Orange Cove held on the 5th day of July, 2023.

Date: _____

City Clerk

EXHIBIT "1"

Grant Deed

EXHIBIT "1"

Grant Deed

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

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

GRANT DEED

**THE UNDERSIGNED GRANTOR
DECLARES DOCUMENTARY TRANSFER
TAX IS: NONE**

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less liens & encumbrances
remaining thereon at time of sale.

Signature of declarant or agent determining tax, firm name

**EXEMPT FROM BUILDING HOMES AND JOBS ACT FEE PER GOVERNMENT CODE
27388.1(a)(2)(D); document entitled to free recordation pursuant to Government Code
Section 6103.**

Parcel No. 378-200-62 X City of Orange Cove

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF ORANGE COVE, a municipal corporation ("**Grantor**"), hereby **GRANT(s)** to the CITY OF ORANGE COVE, a municipal corporation ("**Grantee**"), the following described real property in the City of Orange Cove, County of Fresno, State of California:

Parcel B of Parcel Map No. 88-02, according to the map thereof recorded in Book 49 of Parcel Maps at Page 18, Fresno County Records.

This Grant Deed is being recorded to correct the legal description in that Grant Deed recorded on May 18, 2005, as Document No. 2005-109849, Fresno County Records.

GRANTOR

CITY OF ORANGE COVE

Dated: _____, 2023

By: _____
Daniel T. Parra
City Manager

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

STATE OF CALIFORNIA)
) SS
COUNTY OF FRESNO)

On _____, 2023, before me,
_____, Notary Public, personally appeared Daniel T. Parra,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
to the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which
the person acted, executed the instrument.

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

WITNESS my hand and official seal.

(SEAL)

NOTARY PUBLIC

Certificate of Acceptance

This is to certify that the interest in real property conveyed by this Quitclaim Deed dated _____, 2023 from the City of Orange Cove, a municipal corporation, to the City of Orange Cove, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Orange Cove pursuant to authority conferred by resolution of the City Council of the City of Orange Cove adopted on _____, 2023, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTEE

CITY OF ORANGE COVE

Dated: _____, 2023

By: _____
Daniel T. Parra
City Manager

RESOLUTION NO. 2023-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, SUBMITTING TO CITY VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 7, 2023, A BALLOT MEASURE RELATING TO ORDINANCE NO. 395 REGARDING THE CONTINUANCE OF A SPECIAL TAX (MEASURE "O") FOR POLICE AND FIRE SERVICES IN THE CITY OF ORANGE COVE.

WHEREAS, the Orange Cove Police Department provides essential public safety services to the citizens of Orange Cove; and

WHEREAS, the City General Fund lacks funds to hire the police officers needed to maintain the necessary level for police protection in the City; and

WHEREAS, fire prevention and protection services in Orange Cove are provided by the Orange Cove Fire Protection District ("Fire Protection District"); and

WHEREAS, the Fire Protection District's revenues are inadequate to serve the City of Orange Cove;

WHEREAS, historically the City has assisted the Fire Protection District with funding for training and equipment to assist in providing fire protection and prevention in the City; and

WHEREAS, State law (including Government Code Section 53978 *et seq.*) authorizes a special tax for the purpose of providing police and fire services; and

WHEREAS, the voters of the City of Orange Cove have previously approved a special tax to help fund police and fire services; and

WHEREAS, the special tax will "Sunset" on November 30, 2024; and

WHEREAS, the Orange Cove City Council wishes to continue the special tax which will fund police and fire services in the City of Orange Cove; and

WHEREAS, the City Council held a public hearing on July 5, 2023; and

WHEREAS, at this hearing the City Council considered a staff report, public testimony, and deliberated on the matter regarding submitting a ballot measure to the voters concerning the continuance of a Special Tax for Police and Fire services; and

WHEREAS, the City Council has determined that a parcel tax is necessary to generate the financial resources necessary for maintaining Police Services and improving Fire Services as set forth above.

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

SECTION 1. The City Council submits to the voters of the City of Orange Cove at its next special municipal election to be held on November 7, 2023, a ballot measure for consideration of an ordinance for establishment of a Special Tax for Police and Fire as set forth in the ordinance attached as Exhibit "A" to this resolution.

SECTION 2. The question to be submitted to the voters with respect to the ballot measure shall be printed on the election ballot with the title and in the form set forth as follows:

ORANGE COVE POLICE AND FIRE SPECIAL TAX: Measure _____	YES
To continue generating approximately \$263,965 annually to fund police services and fire prevention and protection services. Eighty (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?	NO

SECTION 3. The following constitutes the synopsis of the measure to be voted on for purposes of meeting the publication requirements of Election Code Section 12111:

MEASURE TO BE VOTED ON
APPROVAL OF ORDINANCE NO. 395 ADOPTING A SPECIAL
TAX FOR POLICE AND FIRE AS AUTHORIZED IN
GOVERNMENT CODE SECTION 53978

Ordinance No. 395 simply amends existing Ordinance No. 368 which added Chapter 3.34 to the Orange Cove Municipal Code. Chapter 3.34 establishes a special parcel tax. Single family residential will be taxed \$95 annual; multi-family residential will be taxed \$65 per unit annually; agricultural parcels will be taxed \$95 annually; commercial parcels will be taxed \$495 annually; and industrial parcels will be taxed \$750 annually.

Currently, Chapter 3.34 has a sunset clause which would cause the special parcel tax to expire on November 30, 2024. Ordinance No. 395 will amend Chapter 3.34 to remove the sunset clause and allow the special parcel tax to continue, without expiration, until repealed. Ordinance No. 395 will not amend the amounts of the parcel tax established in Ordinance No. 368, it only seeks to remove the sunset clause.

SECTION 4. The full text of the ordinance submitted to the voters is attached as Exhibit A. The full text of Ordinance No. 395 is not required to be printed in the Sample Ballot and Voters

Pamphlet. However, the full text of the measure shall be made available at the Office of the Fresno County Clerk/Registrar of Voters and the Office of the Orange Cove City Clerk.

SECTION 5. Passage of this measure requires a two-thirds majority of votes.

SECTION 6. The City of Orange Cove requests that the Fresno County Clerk/Registrar of voters conduct the election and canvass the returns, and the City consents to reimburse the Registrar of Voters for all costs incurred by said services.

SECTION 7. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. Arguments in favor or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar in accordance with Elections Code Section 9282. The Mayor is authorized to prepare and file a written argument in favor of the proposed measure not to exceed 300 words on behalf of the City Council. The City of Orange Cove requests the Fresno County Clerk/Registrar of voters to assign letter "O" for this Measure.

SECTION 9. The Fresno County Clerk/Registrar of Voters shall give the appropriate notices for the election in the Mid Valley Times and shall conduct the election pursuant to appropriate provisions of state law.

SECTION 10. The City Attorney shall prepare an impartial analysis of the measure in accordance with Elections Code Section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

SECTION 11. The City Clerk shall file a certified copy of this resolution with the Fresno County Clerk/Registrar of Voters as required by applicable law.

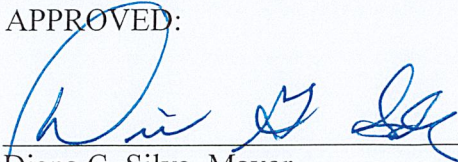
CLERK'S CERTIFICATION

I, Dora Silva, City Clerk for the City of Orange Cove, hereby certify that a public hearing was held and that the foregoing Resolution No. 2023-32 was duly approved at a regular meeting of the Orange Cove City Council on July 5, 2023, by the following vote:

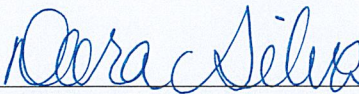
AYES:	5	COUNCIL MEMBERS:	Cervantes, Rodriguez, Silva, Garcia, Vacio
NOES:	0	COUNCIL MEMBERS:	
ABSENT:	0	COUNCIL MEMBERS:	
ABSTAIN:	0	COUNCIL MEMBERS:	



APPROVED:


Diana G. Silva, Mayor

ATTEST:


Dora Silva, City Clerk

APPROVED AS TO FORM:

Megan Dodd, City Attorney

EXHIBIT "A" TO RESOLUTION NO. 2023-32

ORDINANCE NO. 395

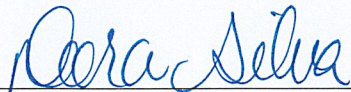
AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING A SPECIAL TAX FOR POLICE AND FIRE AS AUTHORIZED IN GOVERNMENT CODE SECTION 53978, AMENDING CHAPTER 3.34.070 OF THE CITY OF ORANGE COVE MUNICIPAL CODE.

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. 368 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 4, 2014.



Dora Silva
City Clerk