

**AGENDA
ORANGE COVE CITY COUNCIL
REGULAR MEETING
Wednesday, September 13, 2023
6:30 PM**

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

1. CALL TO ORDER/WELCOME

Roll call
Invocation
Flag Salute (Pledge of Allegiance)

2. CONFIRMATION OF AGENDA

3. CEREMONIAL PRESENTATIONS

- Presentation of Proclamation recognizing the establishment of the town of Orange Cove

4. PRESENTATIONS

- Presentation by Fresno County EDC

5. CONSENT

(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).

- 5.a. Minutes of the August 9, 2023 Regular Council Meeting *Carter*
- 5.b. Warrant register for August 2023 *Velicescu*
- 5.c. Resolution No. 2023-38, A Resolution of the City Council of the City of Orange Cove revising the rental and deposit rates for the Victor P. Lopez Community Center for Orange Cove residents. *Velicescu*
- 5.d. Resolution No. 2023-39, A Resolution of the City Council of the City of Orange Cove approving a Level 1 Water Supply shortage pursuant to Chapter 13.17 of the Orange Cove Municipal Code *Dominguez*

6. REGULAR BUSINESS

- 6.a. **SUBJECT:** Consideration and necessary action on City Engineer contract. *Dominguez*
- RECOMMENDATION:** Approve contract with Precision Civil Engineering, Inc. for City Engineering services. *Dominguez*
- 6.b. **SUBJECT:** Consideration and necessary action on Memorandum of Understanding (MOU) with International Union of Operating Engineers Stationary Engineers – Local Union 39 *Dodd*
- RECOMMENDATION:** Approve MOU with International Union of Operating Engineers Stationary Engineers – Local Union 39 covering 2023-2024 fiscal year.

7. ADMINISTRATION

- 7a. **Public Works & City Engineer**
- SUBJECT:** Report by Assistant City Manager/Public Works Director Dario Dominguez *Dominguez*
- RECOMMENDATION:** Informational Item Only
- 7.b. **Building & Planning Department**
- SUBJECT:** Report by Building & Planning Director Encarnacion “Shun” Patlan *Patlan*
- RECOMMENDATION:** Informational Item Only

7.c. **Police Department**

SUBJECT: Report by Police Chief Javier Peña

Peña

RECOMMENDATION: Informational Item Only

7.d. **Orange Cove Fire Protection District**

SUBJECT: Report by Fire Chief Tom Greenwood

Greenwood

RECOMMENDATION: Informational Item Only

8. PUBLIC COMMENTS

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on 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.

9. CITY MANAGER'S REPORT

10. CITY ATTORNEY'S REPORT

11. CITY COUNCIL COMMUNICATIONS

12. CLOSED SESSION

A closed session is needed to discuss the following matters:

12.a. **Conference with Real Property Negotiator**

Property: A 2.5 acre portion of Block 40 in the Orange Cove City Blocks in
Plat Book 7, Page 936 and 94, Orange Cove, Fresno County
Records – a portion of APN 375-173-04T

Agency Negotiator: Daniel T. Parra, City Manager

Negotiating Parties: Raul & Irene Santellan

Under Negotiation: Price and Terms of Payment

12.b. **Potential Litigation**

Conference with legal Counsel – 1 case

Pursuant to Government Code 54956.9(d)(2)

12.c. **Existing Litigation**

Conference with Legal Counsel pursuant to Government Code Section 54956.9

Name of Case: AM Engineering, City of Orange Cove

12.d. **Public Employee Performance Evaluation**

Pursuant to Government Code Section 54957(b)(1)

Title: City Manager

13. 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. 213. 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 the 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 Celebrating 100 years

WHEREAS, fully in accord with its long-standing traditions, it is the intent of this City Council to commemorate the 100th Anniversary of the City of Orange Cove, California, September 13, 2023; and

WHEREAS, The City of Orange Cove was founded in 1923 and then incorporated in 1948; and

WHEREAS, The City of Orange Cove has seen a great deal of growth and improvements in its 100 years of existence and looks forward to another 100 years of the same growth and improvement; and

WHEREAS, this 100th year anniversary is not possible without dedicated, hard-working public servants in both staff and City Council members that have served the City of Orange Cove in the past and present.

WHEREAS, the health, safety and comfort of residents greatly depends on its services;

NOW, THEREFORE, BE IT RESOLVED, I, Mayor Diana Guerra Silva and the council members hereby proudly announce and proclaim that we take the pride in all of Orange Cove accomplishments this first century and are pleased to spend the year honoring and celebrating the legacy of Orange Cove while beginning the City's next 100 years.

Ciudad de Orange Cove – Celebrando 100 años

CONSIDERANDO QUE, totalmente de acuerdo con sus tradiciones de larga existencia, es la intención de este Consejo de la Ciudad conmemorar el 100 aniversario de la Ciudad de Orange Cove, California, el 13 de septiembre de 2023; y

CONSIDERANDO QUE, la ciudad de Orange Cove fue fundada en 1923 y luego incorporada en 1948; y

CONSIDERANDO QUE, La Ciudad de Orange Cove ha visto un gran crecimiento y mejoras en sus 100 años de existencia y espera otros 100 años del mismo crecimiento y mejora; y

CONSIDERANDO QUE, este aniversario de 100 años no es posible sin servidores públicos dedicados y trabajadores tanto en el personal como en los miembros del Concejo Municipal que han servido a la Ciudad de Orange Cove en el pasado y en el presente.

CONSIDERANDO QUE, la salud, la seguridad y la comodidad de los residentes dependen en gran medida de sus servicios;

AHORA, POR LO TANTO, SE RESUELVE, YO, la alcaldesa Diana Guerra Silva y los miembros del consejo anunciamos y proclamamos con orgullo que nos enorgullecemos de todos los logros de Orange Cove en este primer siglo y nos complace pasar el año honrando y celebrando el legado de Orange Cove mientras comenzamos los próximos 100 años de la Ciudad.

**MINUTES
CITY OF ORANGE COVE
REGULAR MEETING
AUGUST 9, 2023**

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

SWEARING-IN OF NEW POLICE OFFICERS: Police Chief Pena introduced and presented the bio's of two new City of Orange Cove Police Officers. Municipal Clerk Silva then administered the Oath of Office to Jose Luis Galeana and Daniel Robert Parra. Both officers were welcomed by the Council.

PRESENTATION OF UPDATED ACTIVE TRANSPORTATION PLAN: Ms. Simran Jhutti, Fresno Council of Governments Associate Regional Planner, stepped to the podium and presented the updated Regional Active Transportation Plan. She stated that it includes updates to the walking, biking, rolling (wheelchair), crosswalks, sidewalks, etc. plan within the City of Orange Cove. She then introduced Mr. Gurprit Jhuji who stepped forward and explained the process and stated that funding would need to be obtained prior to construction commencement. After discussion, Ms. Jhutti and Mr. Jhuji were thanked for their presentation.

CONSENT CALENDAR: Motion to approve the Consent Calendar was made by Council member Cervantes and seconded by Council member Rodriguez. Motion carried with the following vote:

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

- a. Warrant register for July 2023 approved by standard motion.
- b. Minutes of the June 28, 2023, July 5, 2023 and July 19, 2023 Council meetings approved by standard motion.
- c. New City Standard for P-23 Speed Cushions approved by standard motion.

REQUEST FOR REVISION TO EMPLOYMENT AGREEMENT FOR CITY MANAGER: City Attorney Dodd presented an update to the City Manager's Employment Agreement. City Manager Parra then reviewed the change stating that the revised agreement provides the same health benefits to the City Manager that the employees receive.

After discussion, motion to approve the revised Employment Agreement as presented was made by Council member Cervantes and seconded by Council member Rodriguez. Motion carried with the following vote:

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

ADOPTION OF RESOLUTION SUBMITTING A REQUEST TO THE FRESNO COUNTY TRANSPORTATION AUTHORITY FOR FY 2023-2024 MEASURE C REVENUE AND REQUESTING DISTRIBUTION OF SAID FUNDS: Assistant Finance Director Jimenez stepped to the podium and reported that the attached Resolution would approve the Measure "C" Funding claim for the 2023-2024 Fiscal Year. He stated that Measure "C" funds are used for street repair in the City of Orange Cove and that over one dozen streets in the City are in need of reconstruction and/or repair.

After discussion, motion to approve RESOLUTION NO. 2023-37, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA SUBMITTING A REQUEST TO THE FRESNO COUNTY TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2023-24 MEASURE "C" EXTENSION LOCAL TRANSPORTATION PASS THROUGH FUNDS AND REQUESTING DISTRIBUTION OF SAID FUNDS was made by Council member Cervantes and seconded by Mayor Pro Tem Garcia. Motion carried with the following vote:

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

DESIGNATION OF VOTING DELEGATES FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE: After discussion, Mayor Pro Tem Garcia moved and Council member Vacio seconded the motion to appoint Council member Hope Rodriguez the Voting Delegate and Council member Josie Cervantes the Alternate to the 2023 Annual League of California Cities Conference. Motion carried with the following vote:

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

REPORT BY ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR DOMINGUEZ: Public Works Director Dominguez reported that repairs to the Water Treatment and Waste water Plant are in process and that the City will be reimbursed with FEMA Disaster Funds. He reported that the water well at 12th and Adams Avenue has been closed due to a high level of nitrates and that it will be re-drilled deeper using grant funds. He reported that shading and material supplies for the Eaton Park playground project have been ordered and that a \$175,000 grant has been obtained for the project. City Manager Parra stated that City Public Works staff has completed demolition of the playground saving the City approximately \$30,000. Public Works Director Dominguez reported on a \$2.4 million dollar grant to develop 3.7 acres behind Burger King. He also reported on the proposed Sequoia Community Park and that the Sheridan Park Welcome signs are under development and that it has a water park component, lighting, and is ADA compliant. He reported that Council has approved two newly approved City standards and that it will cost approximately \$304,000 to fix the baseball and soccer field landscaping that was vandalized a few years ago. He also reported on the upcoming rain and stated that staff is ready in the event of flooding.

REPORT BY BUILDING AND PLANNING DIRECTOR PATLAN: Building and Planning Director Patlan reported on the paving reconstruction taking place on Martinez Street and that the last six homes of the Tract will be closing by the end of August 2023. He reported on the status of the Macias Tract and the Blossom Heights Apartments. He reported that escrow has closed on 6.5 acres of Industrial Park property and that staff has received a tentative parcel map for 8-acres behind Burger King. He also reported on a proposed Towing/Repair Shop and a new donut shop in town. He stated that a new audio system for the Council chambers has been ordered and that a draft housing element is nearing completion. He then reported that there are currently two code enforcement cases ready for abatement and asked for Council authorization to proceed. After discussion, it was the consensus of Council to proceed with the abatements.

REPORT BY POLICE CHIEF JAVIER PENA: Police Chief Pena presented the Police Department's July crime report. Discussion then occurred regarding a recent shooting which turned out to be gang related, a COP's grant the City will be receiving, National Night Out scheduled for October 3rd, and a new Reserve Officer. He also reported that two additional Reserve Officer applicants are in process. It was also reported that Police officers had recently helped two children out of the canal possibly saving their lives.

PUBLIC COMMENTS: Mr. Art Pena, representing Pena's Disposal stepped to the podium to let the Council know that they had been caught by surprise when the City advertised for RFQ's for Disposal service. He then asked that the City stop the RFQ process.

Mr. Jacob Del Bosque stepped forward to let the Council know that he feels it is important to attend Council meetings in order to know what is going on in the community.

CITY MANAGER'S REPORT: City Manager Parra reported that stop signs will soon be installed at the intersection of Crawford and Adams Avenue making it a 4-way stop. He also reported that there will be a Halloween Trunk or Treat event on October 31st and that it will include food vendors and a DJ.

CITY COUNCIL COMMUNICATIONS: Mayor Silva stated that she is very thankful for the community in which she serves. She also reported that she would like to see the City publish a community newsletter in both English and Spanish. City Manager Parra stated that he will explore the possibility of including City news on the website.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:57 p.m.

Respectfully submitted,

Melanie A. Carter
Interim City Clerk

Diana Silva
Mayor

REPORT.: Sep 07 23 Thursday
 RUN....: Sep 07 23 Time: 10:48
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 08-23 thru 08-23 Bank Account.: 1010

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

| Check Number | Check Date | Vendor Number | Name | Net Amount | Invoice # | Description |
|-------------------|------------|---------------|---------------------------|---|--|---|
| 050042 | 08/10/23 | TRE01 | MID-VALLEY PUBLISHING INC | -128.00 -136.00 | 711787u 711788u | Ck# 050042 Reversed Ck# 050042 Reversed |
| Check Total.....: | | | | -264.00 | | |
| 050044 | 08/02/23 | ADV03 | ADVANCED FLOW MEASUREMENT | 450.00 | 0004851 | COMPLIANCE TEST CERT. |
| 050045 | 08/02/23 | CEN03 | CENTRAL VALLEY LOCK & SAF | 360.31 | 63267 | NEW LOCKS ON CABINETS FOR CITY HALL |
| 050046 | 08/02/23 | CHAA1 | CHAPA'S AUTOMOTIVE | 336.98 | 11536 | WATER PUMP FOR ANIMAL CONTROL TRUCK |
| 050047 | 08/02/23 | GI001 | GALL'S INC. | 80.80 18.88 | 024873086 024898433 | TRAFFIC MEASURING WHEELS TRAFFIC VEST |
| Check Total.....: | | | | 99.68 | | |
| 050048 | 08/02/23 | QUI05 | QUILL CORPORATION | 146.34 | 33275531 | OFFICE SUPPLIES FOR PD INVOICE #33275531 |
| 050049 | 08/02/23 | SBS01 | GOODSUITE | 129.35 | INV193193 | REMOTE IT SERVICES FOR PERIOD 6/1/23 - 6/30/23 |
| 050050 | 08/02/23 | DIO00 | DIONICIO RODRIGUEZ JR. | 1500.00 | 0010356 | PROFESSIONAL SERVICES FOR WTP |
| 050051 | 08/02/23 | DOM06 | DARIO DOMINGUEZ | 500.00 | 08/01/23 | AUTO ALLOWANCE FOR MONTH AUGUST 2023 - CONTRACT |
| 050052 | 08/02/23 | PAT07 | ENCARNACION PATLAN | 500.00 | 08/01/23 | AUTO ALLOWANCE FOR MONTH AUGUST 2023 - CONTRACT |
| 050053 | 08/02/23 | QUI05 | QUILL CORPORATION | 450.72 | 33428690 | OFFICE SUPPLIES FOR CITY HALL |
| 050054 | 08/02/23 | SIL33 | DORA SILVA | 500.00 | 08/01/23 | AUTO ALLOWANCE FOR MONTH AUGUST 2023 |
| 050055 | 08/02/23 | VEL02 | Nuria A. Velicescu | 500.00 | 08/01/23 | AUTO ALLOWANCE FOR MONTH AUGUST 2023 - CONTRACT |
| 050056 | 08/04/23 | ATTM1 | AT&T MOBILITY | 904.06 1100.60 | 05/24/23 06/24/23 | COMMUNICATION MONTHLY SERVICES FOR MAY 2023 COMMUNICATION MONTHLY SERVICES FOR JUNE 2023 |
| Check Total.....: | | | | 2004.66 | | |
| 050057 | 08/04/23 | FOO02 | FOOTHILL AUTO TRUCK & AG | 43.61 2.44 60.32 21.25 65.48 56.14 42.02 4.90 7.06 122.05 7.17 3.89 48.62 95.70 49.65 102.00 3.94 42.02 3.07 12.95 32.27 13.84 58.93 146.84 166.27 37.69 16.19 7.88 15.11 7.01 27.52 56.17 5.94 4.08 177.25 15.73 7.88 67.35 5.71 23.09 64.53 18.34 6.44 25.55 41.13 62.05 7.72 9.74 11.10 10.23 9.74 116.05 20.50 5.06 55.25 | 894025 900075 900092 900471 900554 900625 900666 900767 901136 901220 901221 902523 902965 903057 903058 903061 903071 903213 903370 903444 910895 911143 911458 912355 912527 912566 912571 912650 912889 913197 913221 913246 913657 914279 914593 915248 915250 915253 915553 917660 917873 917876 918726 918831 920920 921712 922317 922446 922451 923085 923981 925552 925584 926245 926344 | WASHERS, SCREWS, & BOLTS COUPLING E-CAR BATTERY CLEANING BRUSHES CLOTH ROLL NYLON ROPE PROPANE COIL CHAIN HOS CLAMP AIR FILTER #250 BATTERY #260 WIRE ROPE CLIP WINDOW WASH WIPER BLADE BLADES HYD-GAL SINGLE SIDE KEY PROPANE FOR MANLIFT SPARK PLUG FOR CHAIN SAW PRYBAR BELT FOR GRAYLEE 9V-2 BATTERY LIGHT REPLACE #108 CUTOFF TOOL FOR WTP GENERATOR BATTERY PROPANE FOR PWD GORILLA TAPE SINGLE SIDE KEY COOLANT FOR CITY VEHICLE # 108 PWR STEERING FOR CITY VEHICLE # 108 GROVE LOCK PLIER BATTERY FOR E-CAR WIRE ROPE CLIP FLAG POLE REPAIR COUPLER & HOSE SPARK PLUG & ADHESIVE FOR WWTP SINGLE SIDE KEY FOR WWTP ANTIFREEZE GAL # 250 WRENCH TOOL FOR WWTP WHITE APWA SB WIPER BLADES # 108 CIRCUIT TESTER FOR WWTP WASHER CHISSEL PROPANE FOR PWD WORK LIGHT & GLOVE SCREWS AA BATTERIES FOR PWD ARMOR ALL MULT-PURP. FOR PWD WIRE WHEEL FOR WTP AAA BATTERIES FOR WTP BATTERY FOR CITY VEHICLE # 108 2.5 DEF FOR WTP CABLE TIE FOR PWD TOOLS FOR PWD |

REPORT.: Sep 07 23 Thursday
 RUN....: Sep 07 23 Time: 10:48
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 08-23 thru 08-23 Bank Account.: 1010

PAGE: 002
 ID #: PY-DP
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| Check Number | Check Date | Vendor Number | Name | Net Amount | Invoice # | Description |
|--------------|------------|---------------|---------------------------|---|--|---|
| 050057 | 08/04/23 | FOO02 | FOOTHILL AUTO TRUCK & AG | 8.10 36.70 4.61 5.93 9.74 | 926408 926504 927296 927375 927381 | SINGLE SIDE KEY FOR PWD DEGREASER SNAP PEAR HOOK FOR WWTP SCRATCH BRUSH AA BATTERIES |
| | | | Check Total.....: | 2215.54 | | |
| 050058 | 08/04/23 | APV01 | ARAMARK- ACCOUNTS RECEIVA | 99.18 47.34 68.46 | 580227182 580227183 580227194 | JANITORIAL SUPPLIES FOR VP COMMUNITY CENTER JANITORIAL SUPPLIES FOR SENIOR CENTER JANITORIAL SERVICES FOR WWTP |
| | | | Check Total.....: | 214.98 | | |
| 050059 | 08/04/23 | ATTM1 | AT&T MOBILITY | 1086.57 | 07/24/23 | COMMUNICATION MONTHLY SERVICES JULY 2023 |
| 050060 | 08/04/23 | BMI01 | BADGER METER, INC | 443.00 | 80133312 | FIX BEACON FOR WWTP |
| 050061 | 08/04/23 | CAM03 | ALVARO CAMPOS | 275.00 | BB067613 | SAFETY BOOTS REIMBURSEMENT FOR A.CAMPOS |
| 050062 | 08/04/23 | CEN03 | CENTRAL VALLEY LOCK & SAF | 533.29 | 63382 | DEADBOLT LOCKS |
| 050063 | 08/04/23 | FGS01 | FRUIT GROWERS SUPPLY CO | 8.50 53.07 16.90 14.60 108.86 29.15 | 92398594 92398724 92399314 92399356 92399785 92399847 | TARP FOR PWD PACKING PUMP FOR WTP SPRINKLER REPAIR BATTERY PACK PAINT & BRUSH FOR EATON PARK SPRINKLER FOR EATON PARK |
| | | | Check Total.....: | 231.08 | | |
| 050064 | 08/04/23 | FOO02 | FOOTHILL AUTO TRUCK & AG | 13.82 | 929080 | WIRE ROPE CLIP |
| 050065 | 08/04/23 | FWUA1 | FRIANT WATER AUTHORITY | 4707.43 | 116597 | CONTRACTORS COSTS |
| 050066 | 08/04/23 | LOP50 | LOPEZ, MARTINEZ SYLVIA | 275.00 | BB0764701 | WORK BOOTS REIMBURSEMENT FOR S.LOPEZ #BB07647014 |
| 050067 | 08/04/23 | SAM01 | SAM JORGENSEN PUMP CO., | 746.26 | 2300669IN | PUMP INSTALLATION FOR WWTP |
| 050068 | 08/04/23 | TII01 | TELSTAR INSTRUMENTS INC | 1884.00 | 117416 | SERVICES PERFORMED |
| 050069 | 08/04/23 | ULINE | ULINE | 344.63 | 165643010 | JANITORIAL SUPPLIES FOR PWD |
| 050070 | 08/15/23 | G&A01 | GIERSCH & ASSOCIATES INC. | 2000.00 522.50 2438.00 7055.00 1500.00 4177.50 1607.50 142.50 47.50 142.50 4593.58 5319.32 600.00 | 623-3505 623-3506 623-3507 623-3508 623-3509 623-3510 623-3511 623-3512 623-3513 623-3514 623-3515 623-3516 623-3517 | TRACT 6289 MACIAS GENERAL ENG. SERVICES TPM SINGH PARK BLVD PROJECT SEQUIOA COMM PARK SHERIDAN PARK PROJECT EATON PARK PROJECT ATP SOUTH AVE. ALLEY IMPROVEMENTS STBG PARK BLVD WASTEWATER PUMP PROJ. WATER DROUGHT GRANT WATER GENEAL QS |
| | | | Check Total.....: | 30145.90 | | |
| 050071 | 08/15/23 | SLOG1 | SITELOGIQ, INC. | 229955.10 | 03/25/23 | PROFESSIONAL SERVICES-SOLAR PANEL #2 |
| 050072 | 08/17/23 | BAC03 | BRYANS AUTO CENTER | 308.36 480.99 354.57 219.57 | 21302 21472 21492 21530 | CITY VEHICLE REPAIRS #108 CITY VEHICLE REPAIRS #208 CITY VEHICLE REPAIR #201 CITY VEHICLE REPAIRS #208 |
| | | | Check Total.....: | 1363.49 | | |
| 050073 | 08/17/23 | BEAT1 | BEATWEAR, INC. | 499.06 | 8058 | UNIFORM ALLOWANCE FOR SGT. PUGA |
| 050074 | 08/17/23 | DAP01 | DODSON AUTO PARTS | 31.28 | 52097 | GAS CAN AND OIL FOR CITY VEHICLE # 220 |
| 050075 | 08/17/23 | DOJ01 | DEPARTMENT OF JUSTICE | 66.00 | 668478 | FINGER PRINTS |
| 050076 | 08/17/23 | FOO02 | FOOTHILL AUTO TRUCK & AG | 32.33 | 912567 | MICROFIBER TOWELS & GRAFFITI REMOVER |
| 050077 | 08/17/23 | NASRO | NATIONAL ASSOC. OF SCHOOL | 500.00 | 39129 | OFFICER SOTO SRO SCHOOL |
| 050078 | 08/17/23 | RID03 | RIDDELL ALL AMERICAN SPOR | 3261.03 | 60477283 | FOOTBALL GEAR FOR YOUTH FOOTBALL PROG. |
| 050079 | 08/17/23 | RVH01 | REEDLEY VETERINARY | 365.00 | 124 | EUTHANASIA 4 DOGS & 1 CAT |
| 050080 | 08/17/23 | USB02 | US BANK N.A. CM 9705 | 198246.67 1905.75 24733.02 | 2324040 6809085 08/16/23 | SUCCESSOR AGENCY REDEVELOPMENT PROJECT TAX ALC TRUSTEE ADMINISTRATION FEES CA 1995 WATER SYSTEM IMPROVEMENT PROJ. DEBT SERV. |
| | | | Check Total.....: | 224885.44 | | |
| 050081 | 08/17/23 | VOS01 | VALLEY OAK SPCA VET CLINI | 40.00 | 06/03/23 | (4) RABIES VACCINE FOR PUPPIES |
| 050082 | 08/21/23 | CAM03 | ALVARO CAMPOS | 185.00 | 08/21/23 | PER DIEM - A. CAMPOS WWT COURSE |
| 050083 | 08/22/23 | APE03 | AGUIRRE PRINTING & EMBROI | 280.00 | 17958 | POLO SHIRTS EMBROIDERY FOR PD (X8) |

REPORT.: Sep 07 23 Thursday
 RUN....: Sep 07 23 Time: 10:48
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 08-23 thru 08-23 Bank Account.: 1010

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 CTL.: ORA

| Check Number | Check Date | Vendor Number | Name | Net Amount | Invoice # | Description |
|--------------|------------|---------------|---------------------------|--|---|--|
| 050084 | 08/22/23 | PUG01 | PUGA, JOSE | 241.50 | 08/22/23 | PER DIEM - J. PUGA |
| 050085 | 08/22/23 | SILV2 | GONZALEZ, SILVIA | 185.00 | 08/22/23 | PER DIEM - S.GONZALEZ PUBLIC RECORDS TRAINING |
| 050086 | 08/22/23 | DG001 | DIANA GUERRA SILVA | 426.82 | 08/22/23 | MEDICAL REIMBURSEMENT |
| 050087 | 08/25/23 | AFLAC | AFLAC | 1404.04 | 655864 | AFLAC MONTHLY INSURANCE FOR AUGUST 2023 |
| 050088 | 08/25/23 | APV01 | ARAMARK- ACCOUNTS RECEIVA | 148.85 | 580224168 | JANITORIAL SUPPLIES FOR PD INV #2580224168 |
| 050089 | 08/25/23 | ATT05 | AT & T | 279.64 212.58 212.58 | 07/03/23 07/05/23 07/14/23 | COMMUNICATION/UVERSE FOR PD ACCT #155751746 COMMUNICATION/UVERSE FOR WTP ACCT # 139257801 COMMUNICATION/UVERSE FOR CITY HALL ACCT #139283827 |
| | | | Check Total.....: | 704.80 | | |
| 050090 | 08/25/23 | ATTM2 | FIRSTNET - AT&T MOBILITY | 991.66 | X07192023 | PD PHONE COMMUNICATION ACCT #287287201576X07192023 |
| 050091 | 08/25/23 | BPS01 | BPS TACTICAL INC | 627.66 | 23031404 | UNIFORM ALLOWANCE OUTER VEST |
| 050092 | 08/25/23 | CMM01 | CITRUS MINI-MART | 2993.02 | 1254 | GAS FOR CITY VEHICLES - JULY 2023 |
| 050093 | 08/25/23 | CVI02 | VAST NETWORKS | 4997.44 | 46538 | COMMUNICATION - MONTH 8/1/23-8/31/23 |
| 050094 | 08/25/23 | DLC01 | DINUBA LUMBER CO | 23.77 | 640849 | MASTER KEY |
| 050095 | 08/25/23 | FCSFF | FRESNO COUNTY SHERIFF | 100.65 12686.84 | SO20758 SO20811 | PRISONER PROCESSING SERVICES 4TH QUATER DISPATCH SERVICES |
| | | | Check Total.....: | 12787.49 | | |
| 050096 | 08/25/23 | FGS01 | FRUIT GROWERS SUPPLY CO | 15.78 | 92399325 | TRASH BAGS SHELTER SUPPLIES |
| 050097 | 08/25/23 | FOO02 | FOOTHILL AUTO TRUCK & AG | 35.60 6.55 56.14 408.03 | 929313 929784 929785 930385 | GLOVES/VENT WARP SHELTER SUPPLIES VEHICLE SERVICE #201 VEHICLE SERVICE TOOL # 201 GREASE GUN |
| | | | Check Total.....: | 506.32 | | |
| 050098 | 08/25/23 | FRON1 | FRONTIER | 75.48 | 07-07-23 | TRANSPORT TERMINATION |
| 050099 | 08/25/23 | GWLO1 | GRISWOLD LASALLE | 6000.00 | 53 | PROFESSIONAL SERVICES - MONTHLY FEE 07/01/2023 |
| 050100 | 08/25/23 | JIM00 | JIM MANNING DODGE, INC | 53983.90 | 000000055 | 2022 RAM 1500 TRUCK |
| 050101 | 08/25/23 | LAW04 | LAW & ASSOCIATES INVESTIG | 700.00 | 23-160 | BACKGROUND CHECK FOR NEW HIRE RESERVE OFFICER |
| 050102 | 08/25/23 | METRO | METRO UNIFORM | 900.00 950.00 898.62 | 266072 266505 266713 | UNIFORM ALLOWANCE - OFC. CAZARES UNIFORM ALLOWANCE - OFC. REYES UNIFORM ALLOWANCE - OFC. SOTO |
| | | | Check Total.....: | 2748.62 | | |
| 050103 | 08/25/23 | NTM01 | NTM PRODUCTIONS | 20961.71 | 3011 | 50% DEPOSIT - CHAMBERS AUDIO |
| 050104 | 08/25/23 | PAR32 | PARRA, DANIEL | 136.00 | 06599 | SGT. PARRA PURCHASED K-9 DOG FOOD |
| 050105 | 08/25/23 | PD001 | PENA'S DISPOSAL | 39286.31 | JULY 2023 | DIPOSAL SERVICES - MONTH JULY 2023 |
| 050106 | 08/25/23 | PGE01 | PG & E | 123275.89 | 08/11/23 | UTILITY - ELECTRICITY |
| 050107 | 08/25/23 | PRO21 | PROFESSIONAL PRINT & MAIL | 1479.68 | 117655 | PRINTING - JULY 2023 MONTHLY UTILITY BILLING |
| 050108 | 08/25/23 | QUI05 | QUILL CORPORATION | 56.13 154.19 14.88 498.82 239.49 | 33428218 33507458 33527288 33529216 33531132 | OFFICE SUPPLIES FOR PD OFFICE SUPPLIES FOR PD OFFICE SUPPLIES FOR PD OFFICE SUPPLIES FOR PD OFFICE SUPPLIES FOR PD |
| | | | Check Total.....: | 963.51 | | |
| 050109 | 08/25/23 | RSG01 | ROSENOW SPEVACEK GROUP | 548.75 | I010663 | PROFESSIONAL SERVICES FY 23/24 SA ADMIN |
| 050110 | 08/25/23 | SBS01 | GOODSUITE | 11.88 | INV195260 | FREIGHT FEE TONER WASTE BOTTLE FOR CITY HALL |
| 050111 | 08/25/23 | SHR02 | SHRED-IT, C/O STERICYCLE, | 40.00 | 004459064 | PROFESSIONAL SERVICES-CUSTOMER # 1000111197 |
| 050112 | 08/25/23 | SSI02 | SCOUT SPECIALTIES INDUSTR | 489.56 | 168207 | HOOKS & CHAINS |
| 050113 | 08/25/23 | SUP03 | SUPERIOR POOL PRODUCTS LL | 1519.96 | Q2023718 | SOLUTIONS FOR WTP |
| 050114 | 08/25/23 | T&J01 | VALLEY GAS | 5944.25 | JULY-2023 | GAS FOR PD PATROL VEHICLES-MONTH JULY 2023 |
| 050115 | 08/25/23 | TGC02 | THE GAS COMPANY | 37.30 58.04 15.88 27.50 27.63 | 68381-723 80003-723 84001-723 84008-723 85976-723 | UTILITY-GAS COMMUNITY CENTER ACCT #088 345 6838 1 UTILITY - GAS FOR PD ACCT #138 714 8000 3 UTILITY - GAS FOR WTP ACCT #056 814 8400 1 UTILITY - GAS FOR CITY YARD ACCT #090 414 8400 8 UTILITY-GAS FOR SENIOR CENTER ACCT #161 814 8597 6 |
| | | | Check Total.....: | 166.35 | | |
| 050116 | 08/25/23 | TOF01 | AAA BUSINESS SUPPLIES | 59.39 | 2281685-0 | OFFICE SUPPLIES - 11X17 PAPER FOR CITY HALL |

REPORT.: Sep 07 23 Thursday
 RUN....: Sep 07 23 Time: 10:48
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 08-23 thru 08-23 Bank Account.: 1010

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

| Check Number | Check Date | Vendor Number | Name | Net Amount | Invoice # | Description |
|--------------|------------|---------------|---------------------------|--|---|---|
| 050117 | 08/25/23 | UNITY | UNITY IT | 1243.25 3560.25 | 365532 365533 | COMMUNICATIONS COMMUNICATIONS |
| | | | Check Total.....: | 4803.50 | | |
| 050118 | 08/25/23 | VAR01 | VARGAS JOSE | 275.00 | BB066692 | SAFETY BOOTS REIMBURSEMENT J.VARGAS |
| 050119 | 08/25/23 | VOR01 | VORTAL, INC | 225.00 | 1767 | PROFESSIONAL SERVICES - MONTHLY MAINTENANCE |
| 050120 | 08/25/23 | VU001 | VALLEY UNIFORM | 900.00 497.96 | 45376-1 45706-1 | UNIFORM ALLOWANCE FOR OFFICER URREA UNIFORM ALLOWANCE FOR OFFICER DIAZ |
| | | | Check Total.....: | 1397.96 | | |
| 050121 | 08/25/23 | WEE01 | W&E ELECTRIC | 156.05 670.65 733.31 172.89 315.62 | 2307113 2307115 2307125 2307162 2307183 | BREAKER BOX CHECK RECONNECT LIFT PUMPS REWIRE WIRES INSTALL AC OUTLET REPLACED DAMAGED CORD |
| | | | Check Total.....: | 2048.52 | | |
| 050122 | 08/28/23 | PRICE | PRICE PAIGE & COMPANY | 10000.00 | 08/28/23 | PROFESSIONAL SERVICES RENDERED |
| 050123 | 08/31/23 | AOL01 | ALERT-O-LITE | 204.13 | 0127860IN | TAPE & ASPHALT RAKE - MEASURE C INVOICE 0127860-IN |
| 050124 | 08/31/23 | APV01 | ARAMARK- ACCOUNTS RECEIVA | 63.13 68.98 | 580199271 580202929 | Janitorial Service #2580199271 JANITORIAL SERVICES FOR CITY HALL #2580202929 |
| | | | Check Total.....: | 132.11 | | |
| 050125 | 08/31/23 | DOF01 | DEPARTMENT OF HEALTH | 182.00 25.00 | 264752 151523 MW | State Cupa Oversight Annual Fee INVOICE: 151523 MW 2023 |
| | | | Check Total.....: | 207.00 | | |
| 050126 | 08/31/23 | GWL01 | GRISWOLD LASALLE | 6001.50 6000.00 | 5 36 | PROFESSIONAL SERVICES - MONTHLY FEE 04/26/2023 PROFESSIONAL SERVICES MONTHLY FEE 5/26/2023 |
| | | | Check Total.....: | 12001.50 | | |
| 050127 | 08/31/23 | HAC01 | HACH COMPANY | 503.17 | 13618953 | SOLUTIONS FOR WTP |
| 050128 | 08/31/23 | LAW03 | LAWRENCE TRACTOR CO. | 169.95 | 606511 | John Deere Service |
| 050129 | 08/31/23 | LOC01 | LEAGUE OF CA CITIES SSJVD | 100.00 | 8037 | SSJVD Meeting |
| 050130 | 08/31/23 | NBS01 | NBS GOVERNMENT FINANCE | 1292.30 | 2306-2247 | Prof.Services |
| 050131 | 08/31/23 | RL001 | REEDLEY LUMBER CO. | 103.74 20.74 53.49 219.21 | 310285 310286 310323 311425 | LIGHTING DEADBOLT LIGHTING PAINT & BRUSHES |
| | | | Check Total.....: | 397.18 | | |
| 050132 | 08/31/23 | SCSE1 | SCS ENGINEERS, SCS FIELD | 1745.00 1745.00 15705.00 | 0455537 0460340 0463395 | HAULER RATE STUDY - COST ALLOCATION HAULER RATE STUDY HAULER RATE STUDY - COST ALLOCATION |
| | | | Check Total.....: | 19195.00 | | |
| 050133 | 08/31/23 | WTC01 | WHITE CAP, LP | 459.90 | 500226730 | STEEL WALKING EDGER INVOICE # 50022673017 |
| | | | Cash Account Total.....: | 849651.88 | | |
| | | | Total Disbursements.....: | 849651.88 | | |

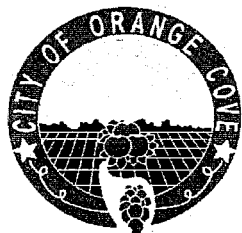
REPORT.: Sep 07 23 Thursday
 RUN....: Sep 07 23 Time: 10:48
 Run By.: Danny Jimenez

CITY OF ORANGE COVE
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 08-23 thru 08-23 Bank Account.: 1010

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 CTL.: ORA

| Check Number | Check Date | Vendor Number | Name | Net Amount | Invoice # | Description |
|--------------|------------|---------------|---------------------------|--|--|--|
| 701289 | 08/09/23 | CSD02 | CALIFORNIA STATE DISBURSE | 310.01 | C30808 | Garnishment |
| 701290 | 08/09/23 | EDD01 | EMPLOYMENT DEVELOP. DEPT. | 2812.09 954.93 | C30808 1C30808 | State Income Tax SDI |
| | | | Check Total.....: | 3767.02 | | |
| 701291 | 08/09/23 | EDD02 | EDD SUI | 115.35 | C30808 | SUI |
| 701292 | 08/09/23 | FRA12 | Franchise Tax Board | 103.89 | C30808 | Franchise Tax Order |
| 701293 | 08/09/23 | PER00 | CALIF.PUBLIC EMPLOYEES RE | 18227.01 | C30808 | PERS PAYROLL REMITTANCE |
| 701294 | 08/09/23 | PER01 | P.E.R.S. FOR THE 457 | 305.00 | C30808 | 457 Plan |
| 701295 | 08/09/23 | SEC00 | UNION BANK | 8876.56 13156.92 3076.98 | C30808 1C30808 2C30808 | Federal Income Tax Social Security Medicare |
| | | | Check Total.....: | 25110.46 | | |
| 701296 | 08/09/23 | STA20 | STATE DISBURSEMENT UNIT | 1007.53 50.00 | C30808 1C30808 | Garnishment Misc Deduction |
| | | | Check Total.....: | 1057.53 | | |
| 701305 | 08/23/23 | CSD02 | CALIFORNIA STATE DISBURSE | 310.01 | C30821 | Garnishment |
| 701306 | 08/23/23 | EDD01 | EMPLOYMENT DEVELOP. DEPT. | 3140.72 69.29 977.93 48.47 | C30821 C30822 1C30821 1C30822 | State Income Tax State Income Tax SDI SDI |
| | | | Check Total.....: | 4236.41 | | |
| 701307 | 08/23/23 | EDD02 | EDD SUI | 88.98 63.18 | C30821 C30822 | SUI SUI |
| | | | Check Total.....: | 152.16 | | |
| 701308 | 08/23/23 | PER00 | CALIF.PUBLIC EMPLOYEES RE | 17859.25 .00 | C30821 C30822 | PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE |
| | | | Check Total.....: | 17859.25 | | |
| 701309 | 08/23/23 | PER01 | P.E.R.S. FOR THE 457 | 305.00 | C30821 | 457 Plan |
| 701310 | 08/23/23 | SEC00 | UNION BANK | 9526.59 314.59 13473.56 728.98 3151.06 156.20 | C30821 C30822 1C30821 1C30822 2C30821 2C30822 | Federal Income Tax Federal Income Tax Social Security Social Security Medicare Medicare |
| | | | Check Total.....: | 27350.98 | | |
| 701311 | 08/23/23 | STA20 | STATE DISBURSEMENT UNIT | 1007.53 50.00 | C30821 1C30821 | Garnishment Misc Deduction |
| | | | Check Total.....: | 1057.53 | | |
| 701313 | 08/31/23 | COL10 | COLONIAL LIFE | 155.02 10.12 178.32 | C30831 1C30831 2C30831 | Accident Insurance Critical Illness Ins Life Insurance |
| | | | Check Total.....: | 343.46 | | |
| 701314 | 08/31/23 | IUO00 | IUOE LOCAL 39 | 714.67 | C30831 | Union Due Local 39 |
| 701315 | 08/31/23 | PER03 | PERS HEALTH INSURANCE | 69412.32 | C30831 | MEDICAL INSURANCE |
| 701316 | 08/31/23 | TRA08 | TRANSAMERICA EMPLOYEE BEN | 540.56 | C30831 | Life Insurance Trans |
| | | | Cash Account Total.....: | 171278.62 | | |
| | | | Total Disbursements.....: | 171278.62 | | |
| | | | ===== | | | |

For the Meeting of September 13, 2023



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Ellie Velicescu, Finance Director

Subject: Approval of Resolution No. 2023-38 revising the rental and deposit rates for the VPL Community Center for Orange Cove residents.

RECOMMENDATION:

Approve Resolution No. 2023-38, A Resolution of the City Council of the City of Orange Cove revising the rental and deposit rates for the VPL Community Center for Orange Cove residents.

BACKGROUND:

On June 28, 2023, council meeting a rate reduction for the VPL community center took effect. The reduction was from \$2,500 to \$2,000. Since that time the city has not been able to rent the community center. Staff recommends reducing the rates once again to an affordable amount of \$1,500 for residents only. The rental deposit will be reduced from 1,000 to \$600. Non-residents rates will remain the same.

Upon adoption of Resolution No. 2023- the new rates will be:

| | Old Rates: | New Rates: |
|-----------------------|------------|------------|
| Residents-Rental | \$2,000 | \$1,500 |
| Residents-Deposit | \$1,000 | \$600 |
| Non-Residents-Rental | \$2,500 | \$2,500 |
| Non-Residents-Deposit | \$1,300 | \$1,300 |

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION:

APPROVED

DENIED

NO ACTION

 X

Consent

Info Item

Action Item

Department Report

Redevelopment Agency

Public Hearing

Matter Initiated by a Council Member

Other

Continued to: _____

FISCAL IMPACT:

None.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2023-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
REVISING THE RENTAL AND DEPOSIT RATES
FOR THE VPL COMMUNITY CENTER
BY ORANGE COVE RESIDENTS**

WHEREAS, the current rates charged for rental of the Victor P. Lopez (VPL) Community Center by residents and non-residents of Orange Cove were established by Resolution No. 2023-25 on June 28, 2023; and

WHEREAS, the City Council of the City of Orange Cove again finds it advantageous to revise the rates charged residents of Orange Cove; and

WHEREAS, the City Council of the City of orange Cove has determined that the rates for non-residents should remain the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange Cove that rental rates for the VPL Community Center by residents of Orange Cove be set at \$1,500 (for rental) and \$600 (for cleaning deposit).

BE IT FURTHER RESOLVED, that proof of residency must be presented at time of rental by residents wishing to rent the VPL Community Center.

The foregoing Resolution was duly approved at a regular meeting of the Orange Cove City Council held on the 13th day of September, 2023, by the following vote, to wit:

| | |
|----------|------------------|
| AYES: | COUNCIL MEMBERS: |
| NOES: | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |
| ABSENT: | COUNCIL MEMBERS: |

Attest:

Melanie A. Carter
Interim City Clerk

Diana Guerra-Silva
Mayor



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Public Works Director

Subject: Adopt Resolution 2023-39 Declaring a Level 1 Water Supply Shortage and Authorize the Interim City Manager to implement the new Water Supply Shortage Plan.

Attachments: Resolution No. 2023-39

RECOMMENDATION:

Staff recommends that City Council Adopt Resolution 2023-39 Declaring a Level 1 Water Supply Shortage and Authorize the Interim City Manager to implement the new Water Supply Shortage Plan.

BACKGROUND:

On January 26, 2011, The City Council adopted Ordinance No. 351 establishing the Orange Cove Water Conservation and Water Supply Shortage Plan, which is set forth in Chapter 13.17 of the Municipal Code. Chapter 13.17 mandates water conservation measures to reduce water consumption through community conservation, effective water supply planning, and the prevention of water waste. In order to quickly implement additional water conservation mandates to respond to water supply shortages, the Chapter describes three levels of water supply shortages to further restrict water usage.

On May 11, 2022, The City Council adopted Resolution No. 2022-22, establishing the Level 2 Water Supply Shortage Plan.

On June 5, 2023, The requirement for urban water suppliers to implement demand-reduction actions that correspond to at least Level 2 of their water shortage contingency plans were no longer in effect. Therefore, staff recommends the City Council to adopt a Level 1 Water Supply Shortage Plan.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

CONFLICT OF INTEREST:

None.

Prepared by: Public Works Director

Approved by: Dario Dominguez

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION:

APPROVED

DENIED

NO ACTION

___ Consent

___ Info Item

X Action Item

___ Department Report

___ Redevelopment Agency

___ Public Hearing

___ Matter Initiated by a Council Member

___ Other

___ Continued to: _____

RESOLUTION NO. 2023-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
APPROVING THE LEVEL 1 WATER SUPPLY SHORTAGE PURSUANT TO CHAPTER
13.17 OF THE ORANGE COVE MUNICIPAL CODE

WHEREAS, the City of Orange Cove receives all of its municipal water supply from the U.S. Bureau of Reclamation (USBR) Central Valley Project (CVP) through the Friant Kern Canal; and

WHEREAS, the USBR announced that the initial water made available to the City for the 2023 water year will be 100 percent of the 1,400 acre-feet it general receives under its water allocation contract; and

WHEREAS, Level 2 water supply shortage has been lifted and Level 1 water supply shortage will be implemented; and

WHEREAS, Section 13.17.070 of the Orange Cove Municipal Code provides that a Level 1 water supply shortage exists;

WHEREAS, upon declaration by the City Council by written Resolution of a Level 1 water supply condition, the City is able to implement the mandatory Level 1 conservation measures identified in Section 13.17.070.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, that based on the foregoing recitals and reports received from City staff, the City Council makes the following findings based upon substantial evidence regarding the availability of water:

1. A reliable minimum supply of potable water is essential to the health, safety and welfare of the public,
2. California Water Code Section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.
3. The adoption and enforcement of a water conservation and supply shortage program is necessary to manage the City's potable water supply in the short and long term to minimize the effects of water supply shortage in the City.
4. The City has adopted an Ordinance entitled the "Orange Cove Water Conservation and Water Supply Shortage Plan" which is set forth in Chapter 13.17 of the Municipal Code.
5. That a water supply shortage exists, and a consumer demand reduction is necessary to make more efficient use of water and appropriate respond to existing water conditions.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ORANGE COVE FINDS:

A. Level 1 Water Supply Shortage Emergency

A Level 1 water supply shortage emergency condition exists pursuant to Chapter 13.17 of the Orange Cove Municipal Code, and therefore, in addition to the permanent conservation requirements outlined in Section 13.17.060, the following additional water conservation requirements apply during a declared Level 1 water supply shortage as set forth in the Code:

B. Additional Water Conservation Measures. In addition to the prohibited uses of water identified in section 13.17.060, the following water conservation requirements apply during a declared Level 1 water supply shortage:

1. Limits on Watering Days. Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the city. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
2. Obligation to Fix Leaks, Breaks or Malfunctions. All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within seventy-two hours of notification by the city.

The City will pursue enforcement proceedings in accordance with the Municipal Code upon finding a violation of Level 1 requirements and prohibitions.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on September 13, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Melanite A. Carter, Interim City Clerk



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Public Works Director

Subject: Approve an agreement with Precision Civil Engineering, Inc. for on-call civil engineering services on a time and materials basis not to exceed \$200,000 per fiscal year.

RECOMMENDATION:

Approve an agreement with Precision Civil Engineering, Inc. for on-call civil engineering services on a time and materials basis not to exceed \$200,000 per fiscal year.

BACKGROUND:

City Staff solicited a Request for Qualifications for on-call civil engineering services. The goal of this solicitation was to find a highly qualified firm who would be responsible for a full portfolio of services typically performed by a city engineer such as:

- Reviewing, redlining, and signing tract maps and parcel maps
- Reviewing and accepting submitted technical documents
- Processing traffic control plans
- Inspecting City improvement projects and developer construction of City improvements Cost estimating
- Accepting guarantees and reimbursement of guarantees for public improvements Managing the City's special assessment process
- Design and construction of public improvements
- Construction management of the City's capital improvement projects

Three proposals were submitted. All firms were invited to interview. The interview panel consisted of City staff. After evaluating the proposals and conducting interviews, it was determined Precision Civil Engineering, Inc. is the most qualified firm and offers the best value to perform these services. Staff then conducted follow-up negotiations with Precision Civil Engineer to confirm their qualifications and negotiate hourly rates for the City.

FISCAL IMPACT:

Expenses for on-call civil engineering services are included in the fiscal year 2023/24 adopted budget. Additionally, many of these costs are offset by developer fees for services and grant reimbursements.

CONFLICT OF INTEREST:

None.

ATTACHMENTS:

1. Agreement
2. Exhibit A I – Request for Qualifications
3. Exhibit A II – Precision Civil Engineering Scope of Services
4. Exhibit B – Certificate of Insurance

Prepared by: Public Works Director

Approved by: Dario Dominguez

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION:

APPROVED

DENIED

NO ACTION

___ Consent

___ Public Hearing

___ Info Item

___ Matter Initiated by a Council Member

X Action Item

___ Other

___ Department Report

___ Continued to: _____

___ Redevelopment Agency

CITY OF ORANGE COVE
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into between the City of Orange Cove, a California general law city ("City") and Precision Civil Engineering, Inc ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on September 13, 2023 ("Effective Date").

RECITALS

A. City desires to obtain services for on-call engineering services ("Services") more fully described in Exhibit A, which is attached hereto and incorporated by reference.

B. Consultant is engaged in the business of furnishing the Services and hereby represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.

C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.

2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.

3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, and shall continue until terminated pursuant to Section 15 herein.

4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement on a "time-and-materials" basis according to rate(s) set forth in **Exhibit A**. The total amount paid by City to Consultant for the Services shall not exceed two hundred thousand dollars (\$200,000) per fiscal year. Work for City projects and on-call services shall be billed at the "General Fund Rate." Work for projects which are reimbursed by developer fees shall be billed at the "Non-General Fund Rate."

The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

Should Consultant reach the not to exceed amount of \$200,000 prior to the end of the fiscal year, Consultant will still be obligated to continue providing the services detailed in this Agreement for the City.

5. Independent Contractor Status. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and professional judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

7. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

8. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations, and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. City agrees that if any of the Work Product are re-used or modified and re-used on another project and Consultant is not retained to provide services in connection with such or re-use, Owner shall indemnify and hold Consultant harmless from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by Consultant and caused by such re-use or modified re-use. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. Nothing herein restricts Consultant from using its standard details and conventions to provide professional services to other clients. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

12. Conflicts of Interest. Consultant represents that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

13. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

14. City Right to Employ Other Consultants. This Agreement and performance of the Services are nonexclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

15. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City or Consultant: For Convenience. Either party may, at their discretion, terminate this Agreement for convenience and without cause upon sixty (60) days prior written notice to the other party. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

e. Non-Appropriation; Lack of Available Funds. The parties acknowledge that the Services to be performed under this Agreement are expected to extend beyond the City's budgeted fiscal year. If, during the term of this Agreement, or any renewal term, as applicable, the City budget does not appropriate sufficient funds for this Agreement, then City may elect to terminate this Agreement, at its sole discretion, by giving thirty (30) days' prior written notice of termination to Consultant. Upon termination of the Agreement under this section, the City shall have no further liability to pay any funds to the Consultant or to furnish any other consideration under this Agreement, and the Consultant shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are appropriated or provided, the City shall have the option to either terminate this Agreement with no liability to the City or offer an amendment to the Consultant to reflect the reduced amount. The City represents and warrants that (i) as of the Effective Date, it has appropriated the funds for this Agreement for the current fiscal year and (ii) it shall not use the foregoing right to terminate for non-appropriation as a means to terminate for convenience. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. City budget decisions are subject to the discretion of the City Council.

16. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

17. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to

the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

18. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

20. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

21. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the

parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

24. **Applicable Law and Interpretation and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.

25. **Amendments and Waiver.** This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

26. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

27. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

28. **Alternative Dispute Resolution.** If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

29. **Non-Discrimination.** Consultant shall not discriminate based on any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

30. **Performance Requirements.** Notwithstanding, and in addition to the provisions of, Section 15 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the

Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

31. Licensing. Consultant shall also obtain and maintain a City of Orange Cove Business License prior to commencing performance of the Services.

32. Prevailing Wages; Apprenticeship. When the Services constitute a public work under the Labor Code, the Services shall be performed in accordance with the provisions of Section 1770 et seq. of the Labor Code of the State of California, and all other applicable provisions concerning public works projects, which are hereby incorporated by reference and made a part hereof. Consultant shall be responsible for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. Consultant shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Consultant shall register with the Department of Industrial Relations, if required.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

PRECISION CIVIL ENGINEERING, INC.

CITY OF ORANGE COVE

Edward D. Dunkel, Jr
President

Daniel T. Parra
Interim City Manager

Date: _____

Date: _____

Precision Civil Engineering, Inc.
1234 O Street
Fresno, CA 93721
559-449-4500

City of Orange Cove
633 6th Street
Orange Cove, CA 93646
559-626-4488

Approved as to Form:

Attest:

Megan N. Dodd
City Attorney

Melanie A. Carter
Interim City Clerk

Date: _____

Date: _____



REQUEST FOR PROPOSAL

CITY OF ORANGE COVE

ON-CALL
CIVIL ENGINEERING SERVICES

JULY 21, 2023

PRECISION
CIVIL ENGINEERING, INC

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JULY 21, 2023

CITY OF ORANGE COVE
ATTN: DARIO DOMINGUEZ
PUBLIC WORKS DIRECTOR
DDOMINGUEZ@CITYOFORANGECOVE.COM



Dear Mr. Dominquez,

On behalf of Precision Civil Engineering, Inc. (PCE), I am pleased to provide our response to the City of Orange Cove's "Request for Qualifications for On-Call Civil Engineering Services", dated June 21, 2023. We understand the scope of work requirements, as detailed within the above-referenced RFQ.

PCE is a privately owned California Corporation and State-certified small business enterprise, with its corporate office located in downtown Fresno. PCE has provided municipal civil engineering and land survey services to public agency clients since our inception 21 years ago. PCE is a full-service consulting firm, with divisions in Civil Engineering, Land Surveying, Planning/Entitlements, Environmental Consulting, Construction Management, and Landscape Architecture. This provides for the unique ability to provide turn-key services under one roof. This in-turn allows for better project collaboration, improved responsiveness, closer budget monitoring, and unparalleled efficiency. The ultimate result is that projects and required duties are completed on time and within budget.

The skill set that we offer for design and engineering services stems from our vast experience with projects ranging from, capital improvement projects, project management, public outreach, acquisitions, master planning, procurement, grant writing, permitting, hydrologic and hydraulic modeling, and undergrounding and relocating utilities. We understand the parallelism between our abilities, experience, and the requirements for this project, which has resulted in our strong interest for this opportunity with the City of Orange Cove.

For this project our assembled team, presented in this package, possesses the integrity, reputation, and ability to excel in performing the required duties, while taking into consideration the special challenges that a representative City Engineer oversees. Our team would take pride in working for the City of Orange Cove and understands the special nature of the community. We firmly believe our firm maintain the capacity, experienced talent, and passion to make for a very successful and mutually beneficial relationship. I personally guarantee that PCE is committed in making the City of Orange Cove our top priority. We also understand the incredible potential of the city and would appreciate the opportunity to help make a difference and be a part of its continued success.

On behalf of the PCE team, I would like to thank you for considering our firm to provide engineering services for the City of Orange Cove. I personally guarantee that our services will be creative and responsive and will meet the City's goals as outlined in the RFQ. We greatly look forward to the opportunity to team and get to work!

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Edward D. Dunkel, Jr.", is written over a light blue horizontal line. The signature is fluid and cursive.

Edward D. Dunkel, Jr.

PROJECT EXPERIENCE

PURPOSE AND MISSION

Precision Civil Engineering, Inc. (PCE) is an established, full-service firm with 20 years of experience providing comprehensive and sustainable solutions for a wide range of complex projects throughout California. Our roots are firmly established by fifth-generation Fresno County resident and company CEO & President, Ed Dunkel, Jr., whose family has provided engineering and surveying service to the Central Valley for almost 60 years. Today, our firm employs over 50 full-time staff with offices in Fresno, Merced, and Visalia. The following is a representative sample of the thousands of projects PCE has successfully provided services on since our beginning more than 20 years ago.

01 CITY OF MERCED | 2019-2020

PCE was interim City Engineer and Surveyor for the City of Merced. Duties included:

- multiple street improvement plans, conceptual designs, and topographic surveys
- undertaking a project to create a Tiny Homes Ordinance along with updating various zoning codes
- annexation exhibits for the University of Merced through the City of Merced

02 CITY OF LOS BANOS | 2018- 2023

PCE had an on-call contract with the City of Los Banos for Engineering and Surveying services. Services provided:

- third-party review of subdivision maps, plans, and specifications
- updating the City's standards and specifications

03 COUNTY OF MERCED | 2019-PRESENT

PCE has provided Civil Engineering and Land Surveying Services to the County of Merced. Duties included:

- topographic/boundary surveys, demolition plans, grading plans, and construction plans to improve Transportation Research Center in Atwater, California
- road improvement plans and geotechnical testing for the entrance of Castle Airport in Atwater, California
- improve sidewalks and make appropriate ADA improvements

04 CITY OF COALINGA | 2016-2018

PCE was the contracted City Engineer and Surveyor for the City of Coalinga. PCE was responsible for general engineering and surveying services to support the Planning and Public Works departments. The scope of work included:

- preparation of engineered construction drawings and specifications for capital improvement projects
- cost estimating and bidding services
- construction administration and inspection services
- plan check services of private development projects, construction plans, and subdivision improvement plans

05 COUNTY OF FRESNO | 2012-PRESENT

PCE was an on-call civil engineering consultant for the County of Fresno. Services provided have been:

- traffic impact studies, preparation of traffic signal plans, street improvement/rehabilitation plans, striping and signage plans, and construction specifications
- preparation of storm drainage plans, hydraulic and hydrology calculations

06 RIVERSTONE DEVELOPMENT | 2010-PRESENT

Riverstone Development is a 2,000 acre, mixed-use development in southeast Madera County near Hwy 41 and Avenue 12. PCE prepared the improvement plans to develop the first three phases of Riverstone which included grading, drainage, street lighting, sewer, water storm, signage and striping plans for 776 dwelling unit subdivision. The project consisted of approximately 11 miles of water mains, 11 miles of sewer mains, and 5 miles of storm drain. The project also constructed 1 miles of interior roadways and 2 miles of Avenue 12 roadway. The project required hydraulic and hydrologic analysis for major storm breakover; as well as, blue line stream relocation and piping.

07 COUNTY OF SAN BENITO | 2018-PRESENT

PCE provided consulting services and cost estimates for the long-term maintenance and creation of a County Community Facilities District which encompasses several development projects. PCE provided consulting services in reviewing the County's current budgets, operations, and maintenance of 32 County Service Areas. PCE identified several deficiencies and provided recommendations for improvements to the County's budgets, operations, maintenance, and capital improvements. PCE provided design services for improvements to CSA-50 Dunneville water system. PCE worked with division of Drinking Water to modify the water system permits for proposed modifications. The proposed water system will be improved with a parallel 3 filter system. PCE provided consulting services for the preparation of a Municipal Services Review Report to dissolve several in-active CSAs. PCE provided consulting services for the preparation of Proposition 218 Engineers Report for proposed rate increases for several CSAs.

08 HIGH SPEED RAIL AUTHORITY | 2017-PRESENT

PCE is responsible for developing engineering, planning, and environmental data; for preparing one or more project site-specific Environmental Impact Report/ Environmental Impact Statement (EIR/EIS) documents for high-speed rail (HSR) system in the Merced to Sacramento section. The project EIR/EIS will include engineering and environmental impact analyses of the HSR line and facilities, including station development, and connections with other modes of transportation. PCE is the utility consultants supporting relocation of utilities within the proposed alignment for the Madera to Merced section.

09 VULCAN MATERIALS | 2017-2018

PCE performed topographic and boundary survey for approximately 1.75 miles of street reconstruction. The services includes pavement rehabilitation, bridge analysis, traffic signal modification, traffic control plans, signage and striping plans. PCE also analyzed the TI based on traffic counts, and performed site investigations to determine existing soil conditions. PCE performed construction staking, and construction oversight.

10 CITY OF MADERA | 2012-2018

PCE performed topographic and boundary survey for approximately 0.80 miles of street reconstruction. The services includes pavement rehabilitation, traffic signal modification, traffic control plans, signage and striping plans. PCE also analyzed the traffic counts, signal warrants, and performed site investigations to determine existing soil conditions.



PROJECT TEAM

Dario Dominguez, Public Works Director



CEO/President

Edward D Dunkel, Jr.
Nathan Gleaves, P.E.

Primary Civil Engineer

Chris Howard, P.E.

Land Surveying

Pete Cohrs, PLS
Iley Ballinger, PLS
Garroll White, PLS

Transportation Engineering

JLB Engineering, Inc.
Jose Benavides, P.E. T.E.
Matthew Arndt, EIT

Water Resources

Craig Roberts, P.E.
Bruce Corwin, P.E.

Landscape Architecture

Michael Bernhardt, LSA

Construction Management

Gary Dunkel

Support Services

David Yacoby, EIT
Jared Linney, EIT
Bonique Emerson, MAUP, AICP

TEAM EXPERIENCE

Our firm is made-up of our diverse team of qualified individuals who together provide a skilled staff with extensive hands-on experience. This team enables Precision Civil Engineering Inc. to deliver responsive, effective, and quality service to the City of Orange Cove for this project. Our team is fully committed to allocate all required hours for the timely completion of assigned projects. **Detailed resumes can be referenced in Appendix A.**

Chris Howard, PE | Senior Civil Engineer | 35%

Chris Howard has over 43 years of professional experience in the fields civil, mechanical, and electrical engineering. Mr. Howard has expert knowledge with water system design, steam plant and thermal systems, plant engineering, electrical system design, and power management systems. He holds a license for Civil, Mechanical, and Electrical Engineering and has the ability to see projects from all disciplines to formulate thorough decisions and inventive solutions.

Craig Roberts, PE | Water Resource Division Manager | 10%

Craig Roberts has over 15 years of professional experience in the fields of environmental engineering and water resource management, performing tasks ranging from hydraulic and hydrologic modeling to civil infrastructure design, and land surveying. He has completed designs for stream and habitat restoration projects, bank stabilization, flood control, irrigation, sanitary sewer and storm drain projects. He is considered an expert in hydraulic and hydrologic studies and design.

Nathan (Nate) Gleaves, PE | Lead Civil Engineer | 10%

Nathan Gleaves brings to Precision Civil Engineering, Inc. his experience with and extensive knowledge of building codes and ADA policies to ensure that each project has proper drainage and is ADA compliant. Mr. Gleaves' areas of expertise include planning, grading and drainage design, storm drainage design, street layout and design, sewer and water system layout and design.

Bonique Emerson, AICP | Planning Division Manager | 5%

Bonique Emerson brings to Precision Civil Engineering, Inc. her experience with and extensive knowledge of planning and project management. Mrs. Emerson has over 17 years of experience as an urban planner, including several years working as the division manager for the City of Fresno's Current Planning Division. As the former division manager of the City of Fresno's Current Planning Division, she has substantial experience preparing and overseeing the preparation of CEQA documents for hundreds of development projects, including several for City of Fresno street widening, and trail projects. Mrs. Emerson has managed several Environmental Impact Reports for large scale development projects during her career. In addition, Mrs. Emerson has overseen the preparation of several projects that required the preparation of environmental documents pursuant to the National Environmental Protection Act (NEPA).

Bruce Corwin, PE | Senior Civil Engineer | 10%

Bruce Corwin has 46 years of experience and extensive knowledge of master planning: water, sewer and storm drain utility design, and quality control reviews. His years of experience allows him the ability to review designs and planning, as well as grading, drainage, storm drainage, street layout, and sewer and water system design. He was a project manager for the Sacramento Regional Sanitary District's Inceptor Design Manual and its primary author.

TEAM EXPERIENCE

David Yacoby | Senior Project Manager | 20%

David Yacoby has over 15 years of broad experience in a diversity of fields and is an expert in final tract and parcel maps, demolition, site, horizontal control, grading, storm drainage, well site and street plans, cost estimates, project specifications, typography, boundary ALTA, and as-built surveys. During his time at PCE, Mr. Yacoby has managed many projects from start to finish.

Jared Linney, EIT | Project Engineer II & Project Manager | 15%

Jared Linney brings to Precision Civil Engineering, Inc. his experience with knowledge of building codes and ADA policies to ensure that each project has proper drainage and is ADA compliant. Mr. Linney's areas of expertise include planning, grading, and drainage design, storm drainage design, street layout, and design, sewer and water system layout and design. He is the key liaison between clients and public agencies, advocating clients' needs and goals while considering public agency requirements.

Peter Cohrs, PLS | Professional Land Surveyor & Survey Manager | 30%

Peter Cohrs is a professional land surveyor and has been licensed in the State of California for over 37 years. He has a broad experience in a diversity of fields and is an expert in boundary determination, research, and mapping compilation. Mr. Cohrs has had over a hundred maps recorded for residential and commercial development, has numerous maps in the review process for various cities and counties, and has completed many ALTA/NSPS Land Title Survey maps throughout the State of California.

Iley Ballinger, PLS | Professional Land Surveyor & Survey Division Office Manager | 30%

Iley Ballinger is a Professional Land Surveyor and has served the Central Valley for 21 years. Before joining the team at Precision Civil Engineering, he spent 7 years overseeing construction management and coordinating master plan communities - stemming from his strong background and experience in subdivision and commercial design. Mr. Ballinger's proven his ability to build and maintain relationships with clients and public agencies ensuring all timelines are met and projects are coordinated appropriately.

Bobby Phillips| Project Engineer CAD Technician | 40%

Bobby Phillips brings to Precision Civil Engineering his experience with conceptual ideas, site plan design, AutoCAD drafting, and construction documents. Mr. Phillips has more than 3 years of experience including trained experience in Civil 3D, receiving a FAA drone pilots license, and site planning and designing for various projects. Mr. Phillips is an active ASCE member, staying connected with the latest design standards and practices in the civil engineering field.

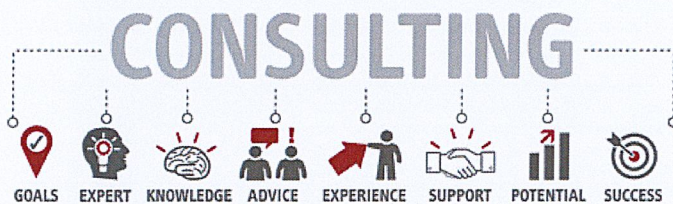
SCOPE OF WORK & PROJECT APPROACH

Given the Scope of Work provided in the RFP, PCE proposes the following approach and description of understanding for the On-Call Civil Engineering Services for the City of Orange Cove.

CONSULTING SERVICES

PCE will coordinate and meet with the Public Works Director and City Administration as requested to provide consulting services for various City projects, and issues.

PCE will provide consulting services to City Council, Planning Commission, other Commissions and Special Committees as requested. PCE will provide support services and representation for the Public Works Director as requested.



CITY ENGINEER SERVICES

PCE will be the Primary Civil Engineer assigned to perform the City Engineer services. The assigned Civil Engineer will attend meetings, review, sign and stamp plans and documents in the absence of the City Engineer or as requested, up to 16 hours per week.

PCE will perform the City Surveyor duties, review, sign and stamp legal descriptions, and final maps, on behalf of the City Engineer in their absence, or as requested.

DEVELOPMENT SERVICES

PCE will provide assistance to City staff in reviewing development proposals and entitlement documents, such as Environmental Impact Reports, Water Supply Assessments, Infrastructure Master Plans, Tentative Map, Traffic Impact Studies, Sewer and Water Impact Studies, Flood and Drainage Mitigation Studies.

PCE will provide recommendations for conditions of approval, to improve traffic circulation, mitigate project impact (traffic, sewer, water, flood and drainage) and comply with City policies/ordinances.

EXPERT WITNESS SERVICES

PCE will provide expert Witness Services to City Attorney and City Engineer/Public Works Director. PCE will conduct research and analyze project case files. PCE will provide recommendations.

- Briefings, Depositions, Hearings, Trials

PLAN CHECK SERVICES

PCE will perform plan check services for grading/drainage plans, street improvement plans, sewer, water, storm drainage plans, flood mapping revisions, elevation certificates, traffic signal, striping, and signage to name a few, as requested by the City.

Deliverables

PCE will provide a written summary of redlined comments to the City, in .PDF and Word doc.

GRANTS AND LOANS

PCE will provide grant application assistance, including:

- meeting with granting agencies/entities as needed.
- conducting necessary research and data gathering to comply with grant submittal requirements.
- prepare a draft response package, including preparation of engineers cost estimate for City review.

PCE will review all City comments, and prepare a final submittal package.

PCE will provide grant administration and reimbursement processing assistance to the City, to comply with Grant requirements.

Deliverables

PCE will provide a written summary of redlined comments to the City, in .PDF and Word doc.

SCOPE OF WORK & PROJECT APPROACH

MASTER PLANNING

PCE will perform master planning and updating of the City's current master plan documents for sewer, water, flood control, storm drainage system, and solid waste systems, as requested.

If requested by the City, PCE will prepare:

- Groundwater Management Plans,
- Urban Water Management Plans,
- Storm Water Management Plans (MS-4) Permit

LAND SURVEYING SERVICES

Data Collection and Research

As first order of work, PCE will perform site visit, review existing project conditions, research and gather existing project documents, electronic files, asbuilts, utility plats, survey information and record maps associated with the project.

Project Management and Coordination

PCE Project Manager will work closely with the City Management Team to ensure that project schedules and budgets are adhered to. PCE will notify the City of any surveying issues that may impact the project budget or schedule.

PCE Project Manager will immediately notify the City of any potential change orders or scope of work changes, and will provide the City a detailed cost estimate for any change orders.

PCE will attend regular weekly progress meetings with City staff, or as mutually agreed upon, to review the progress of the projects.

PCE survey crews also utilizes a 3D Laser Scanner, which uses state of the art high accuracy 3-D laser scanning capability, providing for faster data gathering, incredibly detailed results and improved safety during data capture. Our surveyors also use advanced wireless technologies for GPS applications and MagDrive servo technology for robotic applications. PCE field staff are required to maintain daily survey log books/notes, and can be made available to the City. PCE uses Autodesk AutoCADD Civil 3D, for processing surveying data.

LAND SURVEYING SERVICES CONT.

Surveying Services

- Research land records, record maps, easements documents, and title searches.
- Perform topographic and boundary surveys.
- Perform topographic surveys utilizing 3-D laser scanner, which generates 3-D model of field conditions.
- Earthwork survey and calculations for borrow sites.
- Prepare corner surveys,
- Prepare record of surveys,
- Prepare deeds, easements, legal descriptions, legal exhibits,
- Prepare parcel maps, subdivision maps, and lot line adjustments,
- Maintain and update Benchmark database,
- Construction staking.



SCOPE OF WORK & PROJECT APPROACH

CIP DESIGN SERVICES

Phase 1 - Programming and Schematic Design

Data Collection and Research

As first order of work, PCE will perform site visit, review existing project conditions, research and gather existing project documents, electronic files, asbuilts, utility plats, survey information and record maps associated with the project.

Project Coordination

PCE will coordinate and attend the initial project kickoff meeting and coordination meetings every 2 weeks, or as mutually agreed upon. PCE will prepare agendas, sign-in sheets, meeting minutes, and request for information. PCE will also coordinate and meet with other City divisions and/or departments, and outside agencies affected by the project. PCE's team will make regular contact with outside agencies to ensure project schedules are adhered to.

30% Schematic Plans, Specifications and Probable Cost Estimate

Once the project scope has been agreed upon, PCE will prepare schematic plan, preliminary construction specifications, and opinion of probable construction cost for the City's review. PCE will incorporate and address any comments resulting from the City's review.

Deliverables

- Meeting agendas, minutes, sign-in sheets, and RFI's in .pdf and Word doc.
- 5 sets of copies of Schematic plans on 24"x36", and .pdf.
- 5 sets of preliminary construction specifications on 8.5"x11", .pdf and word doc.
- 5 sets of preliminary opinion of probable cost estimate on 8.5"x11", .pdf and excel, CSI MasterFormat.

Phase 2 - Design Development

Agency Coordination and Processing

PCE will coordinate and meet with other City divisions and/or departments, outside agencies affected by the project and assist the City in submitting project applications, entitlements, review and approval of project documents. PCE will assist the City in providing all the necessary data and documents to acquire project approvals.

60% & 90% Preliminary Design Plans, Specifications and Probable Cost Estimate

PCE will prepare preliminary design drawings, preliminary construction specifications, and opinion of probable construction cost for the City's review. PCE will incorporate and address any comments resulting from the City's review.

Project Management and Coordination

PCE will attend progress meetings with City staff every 2 weeks or as mutually agreed upon. PCE will prepare agendas, sign-in sheets, meeting minutes, and request for information. PCE's team will make regular contact with outside agencies to ensure project schedules are adhered to and expedited where feasible.

PCE Project Manager will work closely with the City Management Team to ensure that project schedules and budgets are adhered to. PCE will notify the City of any design issues that may impact the project budget or schedule. PCE Project Manager will immediately notify the City of any potential change orders or scope of work changes, and will provide the City a detailed cost estimate for any change orders.

100% Detailed Design Plans, Specifications and Probable Cost Estimate

PCE will prepare detailed design drawings, construction specifications, and opinion of probable construction cost for the City's review. PCE will incorporate and address any comments resulting from the City's review.

SCOPE OF WORK & PROJECT APPROACH

CIP DESIGN SERVICES CONT.

Deliverables

- Meeting agendas, minutes, sign-in sheets, and RFI's in .pdf and Word doc.
- 5 sets of copies of 60%, 90%, 100% plans on 24"x36", and .pdf.
- 5 sets of 60%,90%, 100% construction specifications on 8.5"x11", .pdf and word doc.
- 5 sets of 60%, 90%, 100% opinion of probable cost estimate on 8.5"x11", .pdf and excel, CSI MasterFormat

Phase 3 - Design Development

Construction Documents, Specifications and Final Probable Cost Estimate

PCE will prepare final construction drawings, construction specifications, bid forms, alternate bids, and other related construction documents. PCE will incorporate and address any comments resulting from the City's review.

PCE will provide a list of special/pre-order equipment and materials. PCE will also provide a list any special inspection items and materials testing requirements, including type, quantity and frequency.

Deliverables

- 5 sets of copies of final construction drawings on 24"x36", and .pdf.
- 5 sets of final construction specifications and bid documents on 8.5"x11", .pdf and word doc.
- 10 sets of final opinion of probable cost estimate on 8.5"x11", .pdf and excel, CSI MasterFormat

PAVEMENT MANAGEMENT SERVICES

If requested PCE can provide pavement management services, such as;

- Setting up a pavement management system/software,
- Perform pavement condition inspections,
- Perform pavement performance analysis and modeling,
- Update pavement cost indices,
- Provide a recommended pavement rehabilitation plan to improve the overall City wide pavement condition index,
- Provide training to City staff.

Deliverables

Pavement Management Software/system
Electronic copies of all the Synchro modeling files.
Draft and final reports in .PDF and Word doc.
5 hard copies of the final reports the City
Onsite training for City staff.

CONSTRUCTION ADMINISTRATION

PCE will attend pre-construction conference, prepare agendas, sign-in sheet, and meeting minutes. PCE will assist the City in reviewing traffic control, pedestrian access, bypass pumping, or dewatering plans associated with the construction activities. PCE will assist the City in reviewing contractors SWPP Plan, dust control plan, and construction staging plans.

PCE will coordinate with the City Inspector Of Record and the Prime Contractor to monitor and perform construction observation. PCE will provide inspection reports for site visits.

PCE will assist the City in responding to Contractor Request for Information, request for material and equipment changes, and addendums. PCE will also assist the City in reviewing and shop drawings, samples, schedules and other submissions for compliance and conformity with the plans and specifications.

SCOPE OF WORK & PROJECT APPROACH

CONSTRUCTION ADMINISTRATION CONT.

PCE will assist the City in reviewing contractor change orders, and provide recommendations with detailed cost estimates if needed. If authorized, as extra work, PCE can assist the City in reviewing any claim, or dispute resolution between the Contractor and the City.

Deliverables

- Meeting agendas, minutes, sign-in sheets, and RFI's on 8.5"x11", .pdf and Word doc.
- Response to RFI's, request for material and equipment changes, addendums, shop drawings, material samples, equipment schedules on 8.5"x11", .pdf and Word doc.

Upon authorization PCE is prepared to provide the City with an Inspector Of Record to monitor and perform construction inspection duties. PCE will provide daily inspection reports, with photographs during site visits.

PCE will assist the City in reviewing the Contractors progress payments, including reviewing labor hours, materials quantities, and equipment installed.

PCE will assist the City in reviewing contractor change orders, and provide recommendations with detailed cost estimates if needed. If requested PCE can assist the City in reviewing any claim, or dispute resolution between the Contractor and the City.

Deliverables

- Statement of review and recommendations for Contractor progress payments on 8.5"x11", .pdf and Word doc.
- Response to RFI's, request for material and equipment changes, addendums, shop drawings, material samples, equipment schedules on 8.5"x11", .pdf and Word doc.
- Construction observation and inspection reports on 8.5"x11", .pdf and Word doc.

PROPOSAL AND BIDDING SERVICES

Proposal Phase

Upon request PCE will assist the City in preparation of proposal documents. Upon request PCE will provide a list of qualified firms and/or contractors that can perform the services to complete the project.

PCE will attend and facilitate pre-proposal meetings, site walk throughs, prepare agendas, sign-in sheet, and meeting minutes.

PCE will assist the City in responding to questions and Request for Information, and addendums.

If requested PCE can assist the City reviewing the proposals received, conducting and facilitating proposal interviews and scoring. PCE will submit to the City a summary of the proposal responses received.

Deliverables

- Draft and final Proposal document on 8.5"x11", .pdf and word doc.
- List of qualified firms and/or Contractors on 8.5"x11", .pdf and word doc.
- Meeting agendas, minutes, sign-in sheets, and RFI's on 8.5"x11", .pdf and Word doc.
- Response to questions, RFI's, and addendums on 8.5"x11", .pdf and Word doc.
- Summary of proposal responses on 8.5"x11", .pdf and excel.

Bidding and Award Phase

Upon request PCE will provide a list of general contractors and specialty contractors that may be interested in bidding on the project. PCE will attend pre-bid conference, prepare agendas, sign-in sheet, and meeting minutes.

PCE will assist the City in responding to Contractor Request for Information, request for material and equipment changes, and addendums.

PCE will assist the City in reviewing the bids received for base bid, and add alternate bid, and provide a recommendation to the City. PCE will submit to the City a summary of the canvas of bids received.

SCOPE OF WORK & PROJECT APPROACH

Bidding and Award Phase Cont.

Upon request PCE assist the City in the cases of bid protests and provide recommendations.

Deliverables

- List of General contractors and Specialty Contractors on 8.5"x11", .pdf and word doc.
- Meeting agendas, minutes, sign-in sheets, and RFI's on 8.5"x11", .pdf and Word doc.
- Response to RFI's, request for material and equipment changes, and addendums on 8.5"x11", .pdf and Word doc.
- Canvas of Bids on 8.5"x11", .pdf and excel, CSI MasterFormat.

DAVIS BACON/PREVAILING WAGE COMPLIANCE REVIEW

Upon Request PCE will provide random onsite interviews with contractor employees to verify compliance with Davis Bacon/Prevailing Wage regulations.

PCE will assist the City in reviewing the following documents to ensure compliance with labor regulations;

- Review Contractors payment request,
- Review reported hours, and labor rates,
- Review copies of payroll records to verify compliance
- Provide summary review and recommendations to the City for revisions or payment.

ENGINEERS ASSESSMENT REPORT/PROP 218 ASSISTANCE

PCE can assist the City in updating the City's development impact fee program. PCE will perform research, update infrastructure master plans, developable area maps, construction cost indices, analyze city staff man hours, and provide a recommendation to the City.

If requested PCE can review the City's development fee program, entitlement applications, and other fees and provide recommendations for adjustments, or new fees to capture lost revenues that are not being recovered. PCE will assist the City with meeting with the building and development industry.

ENGINEERS ASSESSMENT REPORT/PROP 218 ASSISTANCE CONT.

Deliverables

- AutoCAD Civil 3D files, .dwg, .dxf, and .pdf
- Summary review and recommendations on 8.5"x11", .pdf and Word doc.
- Spreadsheets in excel and .pdf

Upon request PCE can assist the City in establishing, creating, updating, Special Districts, Business Districts, Landscape Maintenance Districts services charges. PCE will prepare the Engineers Assessment Report, and provide assistance to the City to ensure compliance with Proposition 26 and 218. PCE can provide assistance and facilitate the ballot mailing and ballot counting process to ensure compliance with Proposition 218.

Deliverables

- Engineers Assessment Report on 8.5"x11", .pdf and Word doc.
- Sample ballots on 8.5"x11", .pdf and Word doc.
- Sample public notices on 8.5"x11", .pdf and Word doc.

SOLID WASTE SERVICES

Upon request PCE can provide assistance in reviewing the City's current solid waste program and provide recommendations to ensure compliance with AB 939 (50% Recycling diversion), and AB 341 (commercial recycling).

Upon request PCE will review the City's current solid waste franchise contracts;

- provide recommendations to ensure compliance with AB 939, and AB 341,
- Identify opportunities to increase revenues to the City
- Identify opportunities to improve collection services, while minimizing and/or reducing the service cost to the City's customers.
- assist the City in outreach to citizens group,
- proposal preparation and interviews,
- contract negotiations and recommendations, if requested.
- Identify opportunities to improve public outreach and education regarding recycling and diversion requirements.

SCOPE OF WORK & PROJECT APPROACH

LANDSCAPE ARCHITECTURE

Upon Request PCE will provide landscape architecture services for preparation of plans and specifications for landscape planting plans, irrigation plans, parks and recreation , play equipment, parks facilities such benches, drinking fountains, covered patio, picnic tables, to name a few. PCE will provide 30 % conceptual layout, 30% , 60%, 90% and 100% construction plans for parks, trails, recreation facilities, and public open space areas.

MAINTENANCE OF CITY RECORDS

PCE will maintain all project files and documents in the corporate office servers, located in Fresno, CA. PCE will maintain project files for the specified period after project completion, (3 years or 5 years as required for each project). PCE will provide encrypted online access to City staff to project files via PCE's ShareFile website.

Deliverables

- Maintenance of City records and project files
- Encrypted ShareFile access to project files

ENVIRONMENTAL SERVICES

Upon request PCE can prepare CEQA/NEPA documents and associated special studies subject to review and approval by Caltrans and the Federal Highway Administration (FHWA), and is very familiar with both agencies' procedures.

CEQA/NEPA Technical Studies

- Aesthetics and Visual Resources
- Biological Resources
- Hazards & Hazardous Materials
- Risk of Upset
- Noise
- Land Use and Planning
- Population & Housing
- Public Services
- Recreation
- Utilities
- Transportation & Circulation
- Water Quality & Sediment
- Environmental Justice
- Socioeconomics

ENVIRONMENTAL SERVICES CONT.

MITIGATED NEGATIVE DECLARATIONS AND NEGATIVE DECLARATIONS

- Administrative Draft and Initial Study (IS)
- Screencheck Draft IS
- Public Draft ND or MND
- Screencheck Proposed Final ND or MND
- Proposed Final ND or MND
- Final ND or MND

ENVIRONMENTAL IMPACT REPORTS AND JOINT EIR/ENVIRONMENTAL IMPACT STATEMENTS.

- Scoping Process– NOP/IS
- Preliminary EIR or EIR/EIS Sections
- Administrative Draft EIR or EIR/EIS
- Screencheck Draft EIR or EIR/EIS
- Public Draft EIR or EIR/EIS
- Administrative Final EIR or EIR/EIS
- Screencheck Final EIR or EIR/EIS
- Final EIR or EIR/Record of Decision (ROD)

SPECIAL ENVIRONMENTAL STUDIES

- Cultural Resource Studies
- Air Quality Analysis/ISR
- Biological Resources

GEOGRAPHIC INFORMATION SYSTEM (GIS)

All aspects of GIS Analysis and Mapping including:

- Multi-layered Mapping including Aerial Imagery
- Customized Databases
- Asset Management and Location Planning
- Infrastructure Analysis and Development
- Feasibility Studies
- GIS Training

QUALITY ASSURANCE & QUALITY CONTROL

Precision Civil Engineering, Inc. (PCE) is a California corporation and is organized by divisions which are each headed by licensed division managers, with daily operations overseen by the company president.

Our divisions include:
Civil Engineering
Planning/ Environmental
Land Surveying
Water Resources Engineering
Landscape Architecture
Construction Management

Schedules are developed then monitored weekly by principals and supervisors. Our design efforts are modeled to minimize cost without compromising competent solutions. Every effort is made to provide innovative solutions. To ensure quality control, plans and specifications are subjected to a comprehensive in-house review process.

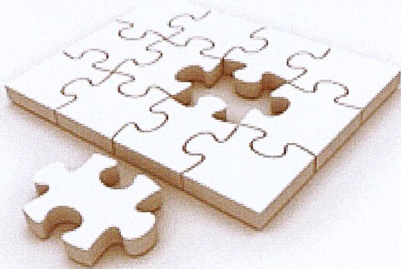
Moreover, PCE offers all of your required services in-house with exception to Traffic Engineering. These services will be provided by our subconsultant, JLB Inc.

PCE is a Certified Small Business Enterprise (SBE) and strictly complies with nondiscrimination provisions of the State labor code.

STAFF AVAILABILITY

PCE's staff is, and will be in the future, available for all needed work required for the length of the contract. We are currently operating at 80 percent capacity and are fully capable of carrying out your projects' requirements. Our staff is also accustomed to working extended hours in excess of the 40-hour work week when deemed necessary.

As you will see from the individual qualifications presented, our management personnel are an integral part of our workforce. Additionally, all are proficient in the use of the state-of-the-art technology we employ as part of our commitment to providing our clients with affordable, qualitative services. The fact that our top management also participates in the staff-level work output assures realistic expectations when developing a work schedule.



"This allows our firm a unique ability to provide turn-key services under one roof and eliminate the requirement of procuring sub-consultants on a majority of projects. The ultimate result is your project completed on-time and on-budget."

Ed Dunkel Jr.

QUALITY ASSURANCE & QUALITY CONTROL

PCE has established a vigorous and extensive quality control program that is structured to ensure project timelines and budgets are met as follows:

- Field survey activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systematic or affect the project timeline or increase cost
- Calculations and plans are placed in a thorough peer review process, corrected and back checked prior to finalization
- Cost estimate quantities are reviewed for accuracy and unit cost are verified with current relative construction cost prior to submittal
- The design shall not incorporate materials or equipment of a single source or requiring long lead times, without prior consent
- Plans, estimates, drawings, reports and other documents are reviewed to ensure that they are neat in appearance, well organized, and technically and grammatically correct prior to submittal
- Back check comments are reviewed prior to revisions being made (including back check meetings to clarify if necessary), and fully addressed to submittal
- Plans are reviewed to identify all pedestrian paths of travel are ADA (Americans with Disabilities Act) compliant and accessible



PCE's project management and cost control includes:

- Develop project schedules and tracking
- Critical path project management timeline kept up to date
- Any task requiring long lead times will be identified and scheduled to start as early as possible
- Any portions of work that can be performed simultaneously or overlap will be scheduled as such, to reduce overall project timeline
- Update and maintain project schedules
- Plans are reviewed to identify cost cutting where possible
- Identify issues that arise during design and construction that may impact the project schedule and budget
- PCE uses Computer-Aided Drafting software, Civil 3D, which allows seamless integration of revisions/changes, therefore increasing efficiency
- Perform thorough due diligence and research to minimize potential change orders
- Conduct periodic Project Team meetings with all team members including sub-consultants, if used
- Conduct periodic coordination meetings with clients, as needed
- PCE has vast experience working with contractors and inspectors ensuring that the designs are practical and utilizes current construction practices
- Unit prices for cost estimates are updated and compared against similar project bids
- Provide immediate assistance and consultation during emergency situations

SUBCONSULTANTS

SUB-CONSULTANT: JLB TRAFFIC ENGINEERING, INC.

JOSE LUIS BENAVIDES,
P.E., T.E.
President/ Engineer

Mr. Benavides is the founder and president of JLB Traffic Engineering, Inc. and has 27 years of experience as a traffic engineer.

Registrations/Affiliations

Project Role:
Technical Expert for
Traffic Engineering

- California Traffic Engineer #TR2328
- California Civil Engineer #C62971
- California LSIT #ZL005078
- American Council of Engineering Companies, San Joaquin Valley Chapter (Member since 2015)

MATTHEW ARNDT, EIT
Engineer I/II

Mr. Arndt serves JLB as an engineer and has experience conducting intersection turning movement counts, collision analysis, TIA, intersection controls evaluations, trip generation analysis, intersection operational analysis, queuing analysis, and traffic operational analysis.

Project Role:
Technical Expert for
Traffic Engineering

Registrations/Affiliations

- California Engineer in Training, EIT #169355
- Institute of Transportation Engineers (ITE), Central California Section

SUBCONTRACTORS ROLE

JLB, Inc. will assist PCE with traffic and transportation requirements that are outside of PCE's capabilities. These services should include VMT analysis, traffic studies, and traffic signal design.

PREVIOUS JOINT VENTURES

PCE and JLB Traffic Engineering, Inc. have teamed on numerous public and private projects over a number of years utilizing JLB's expertise for VMT analysis, traffic studies, and traffic signal design.

REFERENCES

THE FOLLOWING REFERENCES ARE PROVIDED TO SUPPLY INFORMATION REGARDING OUR QUALITY OF SERVICES ON PAST PROJECTS.

City of Merced | Stephanie Dietz, City Manager | (209) 388-7000 | 678 W 18th St, Merced, CA 95340 | \$300,000

Description of services provided: PCE was interim City Engineer and Surveyor for the City of Merced.

City of Los Banos | Jaqualyn Garcia-Wright, Administrative Coordinator | (209) 827-7000 520 J St, Los Banos, CA 93635 | \$125,000

Description of services provided: PCE has an on-call contract with the City of Los Banos for Engineering and Surveying services. Services to date have included a third-party review of subdivision maps, plans, and specifications on behalf of the City. Additionally, PCE is also updating the City's standards and specifications.

City of Atwater | Greg Thompson | (209) 357-6370 | 750 Bellevue Rd, Atwater, CA 95301 \$200,000

Description of services provided: PCE has an on-call contract with the City of Atwater for Project Management, Land Surveying, Civil Engineering, and CEQA Services for publicly funded improvement projects.

County of Merced | Mark Mimms, Deputy Director of Economic Development | (209) 385-7654, Ext. 4403 | 2222 M St., Second Floor, Merced, CA 95340 | \$360,000

Description of services provided: various projects including autonomous vehicle testing complex and major road reconstruction.

Riverstone Development | Matt Treber, Director, County of Madera | (559) 675-7821 | 200 W. 4th Street, Madera, CA 93637 | \$3,000,000

Description of services provided: Master planning and construction drawing creation of all infrastructure and preparation of the improvement plans to develop the first three phases of Riverstone's 2,000-acre development.

State of California, High Speed Rail | Diana Gomez, District 6 Caltrans Director (formally Central Valley Regional Director HSR Authority) (559) 488-4059 | 1352 W Olive Ave, Fresno, CA 93728 | \$950,000

Description of services provided: preformed design oversight and plan review for construction package phase 1 and 2.

City of Coalinga | Sean Brewer, Assistant City Manager | (559) 935-1533 | 155 W Durian Ave, Coalinga, CA 93210 | \$550,000

Description of services provided: PCE provided Civil Engineering and Surveying services for the City of Coalinga. PCE was responsible for general engineering and surveying services to support the City of Coalinga Planning and Public Works departments.

County of San Benito | Ray Espinosa, County Administrative Officer | (831) 636-4000 | 481 4th St., 1st Floor, Hollister, CA 95023-3840 | \$175,000

Description of services provided: maintenance and creation of CFD. Consulting services for budgets O&M of 32 County Service Areas. PCE provided consulting services for the preparation of Proposition 218 Engineers Report for proposed rate increases for several CSAs.

CONTRACT TERMINATIONS

Precision Civil Engineering has not experienced any such termination for default or early termination in the past five (5) years.

None of PCE's proposed principles or employees have been debarred, suspended, or excluded from any transactions.

2023 GRANT FEE SCHEDULE OF CONDITIONS

| | | | |
|---|---------------|---|----------------|
| Senior Principal/Principal | \$ 250.00/Hr. | 3-Man Survey Crew or GPS | \$ 275.00/Hr. |
| Senior Entitlement Manager/ Planner | \$ 215.00/Hr. | 2-Man Survey Crew or Robotic | \$ 230.00/Hr. |
| Senior Designer/Professional Engineer | \$ 240.00/Hr. | 1-Man Survey Crew | \$ 200.00/Hr. |
| Project Manager/Licensed Civil Engineer | \$ 220.00/Hr. | 3-Man Survey Crew or GPS (Prevailing) | \$ 395.00/Hr.* |
| Project Engineer II | \$ 165.00/Hr. | 2-Man Survey Crew or Robotic (Prevailing) | \$ 335.00/Hr.* |
| Project Engineer I | \$ 145.00/Hr. | 1-Man Survey Crew (Prevailing) | \$ 225.00/Hr.* |
| Senior CAD Technician | \$ 130.00/Hr. | Landscape Architect | \$ 180.00/Hr. |
| CAD Technician II | \$ 120.00/Hr. | Environmental Specialist | \$ 140.00/Hr. |
| CAD Technician I | \$ 105.00/Hr. | Biologist | \$ 170.00/Hr. |
| Senior Planner | \$ 160.00/Hr. | Senior Construction Manager | \$ 180.00/Hr. |
| Senior Associate Planner | \$ 130.00/Hr. | Construction Manager | \$ 165.00/Hr. |
| Associate Planner | \$ 115.00/Hr. | Construction Inspector | \$ 140.00/Hr. |
| Assistant Planner | \$ 105.00/Hr. | QSP Trained Inspector | \$ 135.00/Hr. |
| Professional Licensed Surveyor | \$ 215.00/Hr. | Expert Witness (Deposition) | \$ 340.00/Hr. |
| Survey Manager | \$ 180.00/Hr. | Expert Witness (Trial) | \$ 420.00/Hr. |
| Project Surveyor/LSIT | \$ 160.00/Hr. | Clerical | \$ 80.00/Hr. |
| Technical Analyst/GIS Specialist | \$ 150.00/Hr. | Mileage | \$ 0.700/Mile |
| High-Definition Scanner | \$ 285.00/Hr. | | |
| Registration/Fly-Through | \$ 140.00/Hr. | | |

*Rates denote prevailing wage rate.

2023 GENERAL FEE SCHEDULE OF CONDITIONS

| | | | |
|----------------------------------|---------------|---|----------------|
| Principal Civil Engineer | \$ 210.00/Hr. | 2-Man Survey Crew or Robotic (Prevailing) | \$ 270.00/Hr.* |
| Project Manager/Civil Engineer | \$ 180.00/Hr. | 1-Man Survey Crew (Prevailing) | \$ 180.00/Hr.* |
| Project Engineer II | \$ 160.00/Hr. | Landscape Architect | \$ 175.00/Hr. |
| Project Engineer I | \$ 145.00/Hr. | Environmental Specialist | \$ 150.00/Hr. |
| Senior CAD Technician | \$ 115.00/Hr. | Senior Construction Manager | \$ 170.00/Hr. |
| CAD Technician II | \$ 110.00/Hr. | Construction Manager | \$ 155.00/Hr. |
| CAD Technician I | \$ 105.00/Hr. | Construction Inspector | \$ 145.00/Hr. |
| Senior Land Surveyor | \$ 175.00/Hr. | Expert Witness | \$ 260.00/Hr. |
| Land Surveyor | \$ 145.00/Hr. | Clerical | \$ 80.00/Hr. |
| Project Surveyor/LSIT | \$ 125.00/Hr. | | |
| Technical Analyst/GIS Specialist | \$ 120.00/Hr. | | |

*Rates denotes prevailing wage rate.

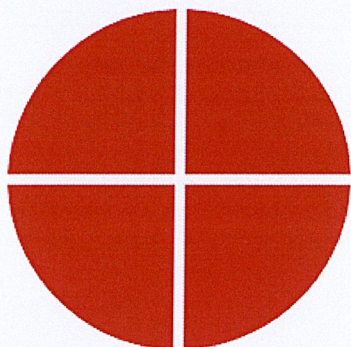
Reimbursables Expenses (Effective 7/1/2023 to 12/31/2023)

Mileage- Current IRS Rate + 10%

Direct Cost- Actual Cost + 10%

FEES REPRESENTED ON THE SCHEDULE OF CONDITIONS ARE APPLICABLE UNTIL 12/31/2023

APPENDIX A



EDUCATION

Bachelor of Science, Electrical Engineering, California State University, Fresno

Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo

YEARS OF EXPERIENCE

43

CERTIFICATION

State of California Certified Civil Engineer # 51414

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

bcorwin@precisioneng.net
559-449-4500

CHRIS HOWARD, PE

**SENIOR CIVIL, MECHANICAL, ELECTRICAL ENGINEER
PROFESSIONAL ENGINEER**

PROFILE

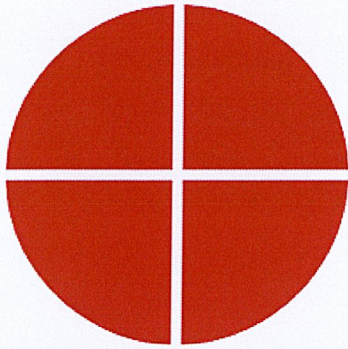
Chris Howard brings to Precision Civil Engineering, Inc. over 37 years of multi-discipline engineering services. Mr. Howard has vast experience with Broad engineering sales, marketing, design, application, maintenance, and project management experience; ranging from complete Processing Plant Electrical Design to Project Management of various Utility Substation Reliability & Capacity Improvement projects. Specific experience includes – but is not limited to: 1) Electrical & pumping equipment application, 2) Water System design, 3) Steam Plant and Thermal Systems, 4) Municipal Infrastructure Design, 5) Plant Engineering, 6) Refrigeration System Design, 7) Electrical System Design – LV & MV, 7) Power Management Systems (PMS).

EXPERIENCE

Civil– Municipal and private water distribution systems (wells, pumps, piping, treatment, etc.), Irrigation systems, Wastewater processing (treatment, disposal and permitting), Groundwater hydrology, Water, sewer and storm sewer collection systems (piping, misc. structures, valves and fittings, etc.), Water conservation management and planning, Centrifugal pumps (Submersible, vertical turbine and horizontal), Pumping Equipment – Independent Inspection (performance testing, coatings, specification compliance, etc.), Environmental engineering (EH&S, Haz. Mat. Bus. plans, Haz. waste disposal and regulatory compliance).

Mechanical – Process piping and pumping systems, Chemical and food processing, Positive displacement and centrifugal pumps, Steam turbine operation and maintenance, Boilers, Steam Plant feed water and condensate return pumps, Steam distribution and piping systems, Multi-Effect Evaporators, I.C. emergency and standby power systems, Industrial and commercial refrigeration systems, Heat exchangers / Fluid coolers, Filtration systems, Closed circuit hydraulic systems (pneumatic / hyd. fluid), Ventilation system design (dust collectors, scrubbers, regulatory permitting, etc.), Mechanical/ plumbing systems evaluation, Diesel / gasoline AST fuel distribution facilities.

Electrical– Power engineering, Inverter / motor products, Variable frequency control and operation, Induction and synchronous motors, Power system short circuit analysis and coordination studies, Arc flash calculations, Electrical distribution system design, low and medium voltage switchgear, motor control centers and starters, Synchronous generator and auxiliary systems, SCADA systems, Electrical efficiency testing, Building electrical power and lighting design, Lighting controls, Title 24 analysis, MV Electrical design, Electrical Sys. Evaluation & Code Compliance Analysis, Utility Project Management, Power Management Systems and Remedial Action Schemes, PV Systems, Fleet Electrification design.



NATHAN GLEAVES, PE

VICE PRESIDENT | PROJECT MANAGER | PROFESSIONAL ENGINEER

PROFILE

Nathan Gleaves brings to Precision Civil Engineering, Inc. his experience with extensive knowledge of building codes and ADA policies to ensure that each project has proper drainage and is ADA compliant.

As Vice-President and one of PCE's project managers, Mr. Gleaves is responsible for all aspects of a project's engineering requirements. He acts as the central communication hub between clients and all team members, monitoring and coordinating the project to ensure all timelines are met. Mr. Gleaves also coordinates with architects and other outside consultants to keep projects on track. He is the key liaison between clients and public agencies, advocating clients' needs and goals while considering public agency requirements.

Mr. Gleaves' areas of expertise include planning, grading, and drainage design, storm drainage design, street layout, and design, sewer and water system layout and design. His experience and ability to build and maintain relationships with clients and architects allow him to ensure that changes to the site layout are properly coordinated, addressed, and reflected in the design process.

EXPERIENCE

Veteran's Home-Design Build | Fresno, CA

This project consisted of the Veterans' Senior Living Home development including 300 rooms, a two-story central operations building, and a central plant with a hot and chilled water system. The approximate building square footage is 470,000sf on 26 acres. PCE prepared grading and drainage plans, and sewer, water, and storm drainage plans for site development. PCE performed project coordination with Architect, sub-consultants, and contractors. The scope of services included bidding assistance, construction staking services, and construction administration for the project.

Riverstone Development | Madera, CA

Mr. Gleaves served as the Project Manager for the Riverstone Development project that consisted of approximately 11 miles of water mains, 11 miles of sewer mains, and 5 miles of the storm drain. The project also constructed 11 miles of interior roadways and 1 mile of widening on State Route 41 to accommodate dual left-turn lanes. As part of the project, Precision coordinated with Caltrans for State Route 41, Army Corp of Engineers, and the State Department of fish and wildlife for blue line stream alteration. Master planning and utility design was coordinated through Root Creek Water District.

Fulton Plaza | Fresno, CA

Mr. Gleaves was the Project Manager and oversaw the preparation of grading and drainage plans, utility plans, street plans, striping plans, and street lighting plans for site development. PCE performed construction management, utility coordination for service, and relocation of existing overhead utilities.

EDUCATION

Bachelor of Science, Civil Engineering, California State University, Fresno

YEARS OF EXPERIENCE

17

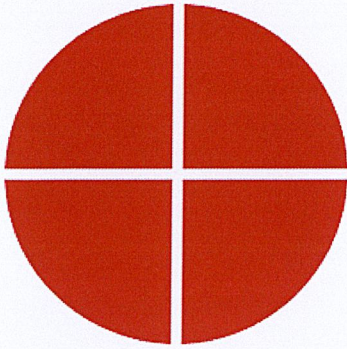
CERTIFICATION

State of California Certified Civil Engineer # 67552

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

ngleaves@precisioneng.net
559-449-4500



CRAIG ROBERTS, MS, PE

WATER RESOURCES DIVISION MANAGER | PROFESSIONAL ENGINEER

PROFILE

Mr. Roberts has over a decade of professional experience in the fields of environmental engineering and water resource management, performing tasks ranging from hydraulic and hydrologic modeling to civil infrastructure design, and land surveying. Mr. Roberts has completed designs for stream and habitat restoration projects, bank stabilization, flood control, irrigation, sanitary sewer, and storm drain projects. He specializes in hydrologic and hydraulic modeling, analysis and design of culvert and bridge crossings, scour analysis, floodplain studies, and mapping, natural channel design, bank stabilization, habitat enhancement, and permitting. His experience also includes stormwater and sanitary sewer master planning.

Mr. Roberts works closely with developers, communities, and agencies in developing efficient design solutions. As a project manager, he has experience in design coordination with Federal, State, and Local Agencies and all aspects of the permitting process.

EXPERIENCE

Mill Creek | Visalia, CA

Mr. Roberts was the Project Manager for the biomechanical stabilization of approximately 300 linear feet of Mill Creek, within Miki City Park in Visalia, CA. Bank stabilization included log revetment structures to enhance habitat and aesthetic values within this urban corridor. Hydraulic modeling was conducted to design scour protection features and provide flood level mapping. The project incorporated the use of bio-swales, and other stormwater BMP's. ADA accessible paths, crossings, and sidewalks were constructed to provide access to the park and enhanced channel.

Giffen Reservoir | Piedra, CA

PCE led the development of an Emergency Action Plan for the Giffen Reservoir on a tributary of the Kings River. The project included the development of Dam Breach Inundation Mapping to facilitate emergency response. The hydraulic modeling, included velocity profiles, inundation depths, and flood wave travel timing. Aerial photos, modeled 3D water surfaces were paired utilizing GIS software to create illustrative maps.

Riverstone Development | Madera, CA

PCE led the development of subdivision street and utility plans for the 850 lot Market Village of the Riverstone Development. Acting as lead designer and project manager for a 2,100-acre, 6,500 home, master-planned community development in Madera County, CA. Mr. Roberts completed the master-planning, design, and construction documents for the sanitary sewer system, stormwater management collection system, and basins. Mr. Roberts also prepared plans for the realignment of two existing tributary channels to Root Creek. As part of the project, he performed the grading design and managed plan production for street improvements throughout the community, including multiple signalized intersections, roundabouts, and the widening of Highway 41.

EDUCATION

Master of Science, Civil Engineering, Stanford University

Bachelor of Science, Civil Engineering, University of California, Los Angeles

YEARS OF EXPERIENCE

15

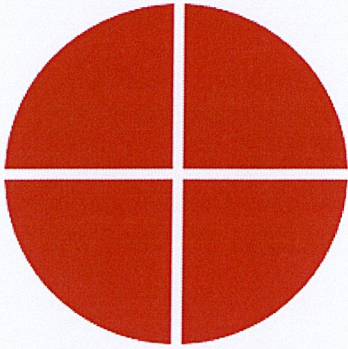
CERTIFICATION

State of California Certified Civil Engineer # 77603

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

croberts@precisioneng.net
559-449-4500



BRUCE CORWIN, PE

SENIOR CIVIL ENGINEER | PROFESSIONAL ENGINEER

PROFILE

Bruce Corwin brings to Precision Civil Engineering, Inc. his experience and extensive knowledge of master planning; water, sewer and storm drain utility design; and quality control project reviews. As Senior Civil Engineer, Mr. Corwin's years of experience allows him the ability to review designs and planning, as well as grading, drainage, storm drainage, street layout, and sewer and water system design. He is considered an expert in large and small diameter pipeline and tunnel design. He was the Project Manager for the Sacramento Regional Sanitary District's Interceptor Design Manual and its primary author. He previously served as Vice President and Client Service Manager for large international engineering firms. Over 30 years of experience as a project manager with projects ranging from hundreds of thousand dollars to over \$200 million in construction costs, including large design build projects. His work has been provided all over the US and internationally. He worked extensively in the Midwest, Alaska, and California.

EDUCATION

Bachelor of Science, Civil Engineering, University of Kansas

YEARS OF EXPERIENCE

46

CERTIFICATION

State of California Certified Civil Engineer # 51414

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

bcorwin@precisioneng.net
559-449-4500

EXPERIENCE

Riverstone Development | Madera, CA

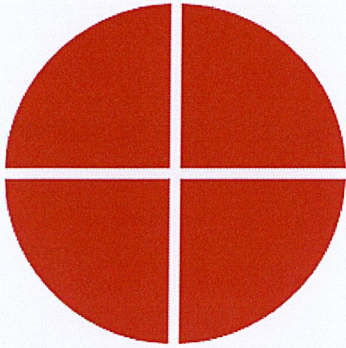
Mr. Corwin served as the Quality Control Manager for the Riverstone Development project that consisted of approximately 11 miles of water mains, 11 miles of sewer mains, and 5 miles of the storm drain. The project also constructed 11 miles of interior roadways.

Development 13th and Grangeville | Hanford, CA

Mr. Corwin provided a sewer system master plan for the development including coordination with the City of Hanford on existing sewer connection points.

Atwater Projects

Mr. Corwin provided initial master planning and preliminary design of grading, water, sewer and storm drainage design for two large developments in Atwater, California. One consisted of a multi-family housing building and a commercial building. The other consisted of a large commercial development with multiple buildings for grocery, gas stations, retail shops, etc. Work included coordinating with the City of Atwater Engineering Department for both projects.



DAVID YACOBY

SENIOR PROJECT MANAGER

PROFILE

David Yacoby is a senior project manager and has over 15 years of experience. Mr. Yacoby has broad experience in a diversity of fields and is an expert in final tract and parcel maps, demolition, site, horizontal control, grading, storm drainage, well site and street plans, cost estimates, project specifications, typography, boundary, ALTA, and as-built surveys. During his time at PCE, Mr. Yacoby has managed many projects from start to finish.

EXPERIENCE

Project Manager, Riverstone Development, Madera, CA

Mr. Yacoby led the improvement plan production, including grading, master utility plan, street improvement plans, utility plans, and backbone design. Mr. Yacoby also assisted in the final map and closure calculations. Additionally, Mr. Yacoby helped with the staking calculations and communications with contractors during construction.

Project Manager, Coalinga Public Improvement, Coalinga, CA

Mr. Yacoby was involved in over two dozen public improvement projects including, park and amphitheater plans, downtown street widening and improvement plans, and utility and infrastructure improvements. Mr. Yacoby was involved in all stages from data collection to construction.

Project Manager, Lake Millerton, Millerton, CA

Mr. Yacoby has been heavily involved in this project, which includes many development considerations, such as: environmental/wetlands, cultural resource protection, infrastructure development and expansion including effluent water storage, significant topography, concurrent and future adjacent development coordination, and peak flow mitigation.

EDUCATION

California State University,
Fresno
B.S., Computer Science with a
Minor in Business
Administration

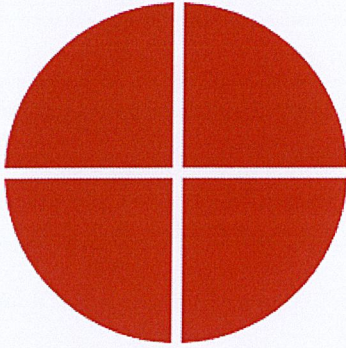
YEARS OF EXPERIENCE

15

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

dyacoby@precisioneng.net
559-449-4500



EDUCATION

Bachelor of Science, Civil
Engineering, California State
University, Fresno

YEARS OF EXPERIENCE

6

CERTIFICATION

Nation Council of Examiners for
Engineering and Surveying
(NCEES), Fundamentals of
Engineering (FE)

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

jlinney@precisioneng.net
559-449-4500

JARED LINNEY, EIT

PROJECT MANAGER | PROJECT ENGINEER II

PROFILE

Jared Linney brings to Precision Civil Engineering, Inc. his experience with knowledge of building codes and ADA policies to ensure that each project has proper drainage and is ADA compliant. As one of PCE's project managers, Mr. Linney is responsible for all aspects of a project's engineering requirements. He acts as the central communication hub between clients and all team members, monitoring and coordinating the project to ensure all timelines are met. Mr. Linney also coordinates with architects and other outside consultants to keep projects on track. He is the key liaison between clients and public agencies, advocating clients' needs and goals while considering public agency requirements. Mr. Linney's areas of expertise include planning, grading, and drainage design, storm drainage design, street layout, and design, sewer and water system layout and design. His experience and ability to build and maintain relationships with clients and architects allow him to ensure that changes to the site layout are properly coordinated, addressed, and reflected in the design process.

EXPERIENCE

Subdivision Tract 6123 | Clovis, CA

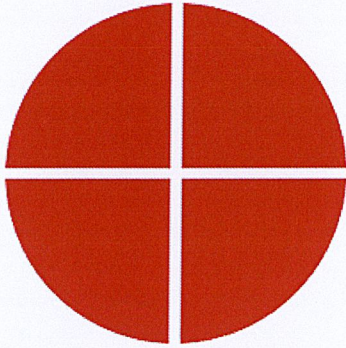
This 2-phase project consisted of 149 lot single family residential homes. The approximate site area is 33.6 acres and is adjacent to Dog Creek Canal. PCE prepared a recorded Final Map as well as full improvement plans consisting of street plans, grading and drainage plans, and sewer, water, and storm drainage plans for site development. PCE performed project coordination with sub-consultants, and contractors. The scope of services included bidding assistance, construction staking services, and construction administration for the project.

Master Storage 365 | Madera, CA

This project developed 5.3 acres of land into a state-of-the-art mini storage facility. Mr. Linney was the Project Manager and oversaw the preparation of site grading and drainage plans, utility plans, and street lighting plans for site development. PCE performed construction management, utility coordination for service, and fire truck turning capacities.

Oasis Master Plan Development | Fresno, CA

Mr. Linney served as the Project Manager for the Oasis Masterplan Development project that consisted of approximately 4 miles of water mains, 3 miles of sewer mains, 6 miles of the storm drain, 1.1 miles of recycled water main and 0.5 miles of canal undergrounding. The project also constructed 4.8 miles of interior roadways as well as 2 miles of road replacement and resurfacing for utility construction. As part of the project, Precision coordinated with Fresno Irrigation District for Canal undergrounding, Fresno Metropolitan Flood Control District for storm drain and permanent basin facilities, and the City of Fresno for road construction. Master planning and utility design was coordinated with the City and County of Fresno for current and future expansion.



PETER COHRS, PLS

PROFESSIONAL LAND SURVEYOR | SURVEY MANAGER

PROFILE

Peter Cohrs is a Professional Land Surveyor and has been licensed in the State of California for over 37 years. Before joining PCE, Mr. Cohrs worked for the City of Fresno for 29 years, 21 of which he served as the Chief Surveyor. He has broad experience in a diversity of fields and is an expert in boundary determination, research, and mapping compilation. Mr. Cohrs earned his Bachelor of Science degree in Surveying and Photogrammetry from California State University, Fresno.

During his time at PCE, Mr. Cohrs has had over a hundred maps recorded for residential and commercial development, has numerous maps in the review process for various cities and counties, and has completed many ALTA/NSPS Land Title Survey maps throughout the State of California.

EXPERIENCE

Precision Civil Engineering, Inc.

Professional Land Surveyor, Survey Division Manager

- Manages personnel matters, supplies, billing, client meetings, and scheduling for the entire surveying department
- Oversees all aspects of project research, surveys, and mapping
- Directs topographic, boundary, control, quantitative analysis, flood insurance, monitoring wells, subsidence monitoring, and ALTA surveys
- Supervises the preparation of tentative and final tract maps and parcel maps
- Prepares lot line adjustments and mergers, deed documents, entitlement documents, boundary determination, and legal descriptions

City of Fresno

Chief Surveyor and Manager of the Surveying Section

- Monitored personnel and budget matters for the surveying section of the Public Works Department
- Handled boundary surveys of city-owned properties, topographic mapping, and control
- *Handled construction staking for public works projects, which included:*
 - Widening or reconstruction of major streets and wastewater treatment plant expansion
 - Construction of major sewer trunk lines
 - Airport expansion and lease lots
 - Surface water treatment plant
 - Chaffee Zoo exhibits and expansion
 - Fresno Air Terminal main runway and taxiway reconstruction
 - Chukchansi Park control survey
 - Grade separation at Shaw and Marks Avenues
 - Multi-story parking structure
 - City-wide horizontal control survey in conjunction with CSU Fresno State staff and students using GPS
 - Maintenance and expansion of Fresno City's vertical control network
- Served in court on multiple occasions as an expert witness on boundary determinations

EDUCATION

Bachelor of Science,
Surveying &
Photogrammetry, California
State University, Fresno

YEARS OF EXPERIENCE

46

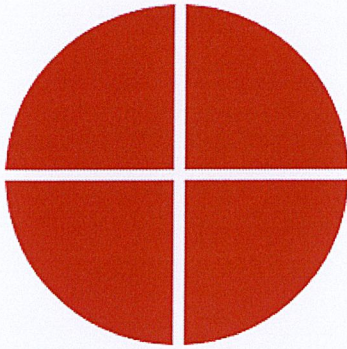
CERTIFICATION

State of California Licensed
Land Surveyor # 5096

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

pcohrs@precisioneng.net
559-449-4500



ILEY BALLINGER, PLS

**PROFESSIONAL LAND SURVEYOR | SURVEY DIVISION
OFFICE MANAGER**

PROFILE

Iley Ballinger is a Professional Land Surveyor and has served the Central Valley for 21 years. Before joining the team at Precision Civil Engineering, Mr. Ballinger spent 7 years overseeing construction management and coordinating master plan communities--stemming from his strong background and experience in subdivision and commercial design.

As the Assistant City Land Surveyor, Mr. Ballinger spent 5 years with the City of Coalinga and City of Huron, to develop the wastewater treatment plant. Furthering his contributions to the region, Mr. Ballinger has served as a Geomatics Engineering lecturer at California State University, Fresno for 16 years; where he has taught over a thousand students the principles of drafting, including Civil 3D. Mr. Ballinger's proven ability to build and maintain relationships with clients and public agencies ensures all timelines are met and projects are coordinated appropriately.

EXPERIENCE

Riverstone Development | Madera, CA

Mr. Ballinger served as the Lead Surveyor for the Riverstone Development project that consisted of approximately 11 miles of water mains, 11 miles of sewer mains, and 5 miles of the storm drain. As part of the project, Precision coordinated with Caltrans for State Route 41, Army Corp of Engineers, and the State Department of fish and wildlife for blue line stream alteration. Master planning and utility design was coordinated through Root Creek Water District.

Tesoro Viejo Development | Madera, CA

Mr. Ballinger served as Lead Surveyor and managed all aspects of mapping, surveying, and construction for the Tesoro Viejo Master Planned Community. Tesoro Viejo is a development located to the East of State Route 41 and Avenue 15 in Madera County and is home to 58 acres of commercial and business professional uses, 121 acres of industrial uses, 47 acres of public/quasi-public uses, 35 acres of parks, 186 acres of open space and multiple schools.

Golden 1 Center - Sacramento Kings | Sacramento, CA

Mr. Ballinger served as the Assistant Lead Surveyor, managing all mapping efforts, during the development of the center in the downtown Sacramento area. Boundary and topographic surveys were completed--totaling 5,000 lineal feet, to provide for a right of way resolution in surrounding streets and internal alleys. Coordination with the City of Sacramento Utilities Department ensured to review Drainage and Swear studies.

Key Clients:

- Home Depot
- McCaffery Homes
- Family Dollar
- Public Storage
- Lennar Homes

EDUCATION

Bachelor of Science,
Geomatics Engineering,
California State university,
Fresno

YEARS OF EXPERIENCE

21

CERTIFICATION

State of California Licensed
Professional Land Surveyor
8768

RP 3985872

CASp 929

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721

iballinger@precisioneng.net
559-449-4500



JOSE LUIS BENAVIDES, P.E., T.E.

PRESIDENT

PROFILE

Mr. Benavides is the founder and president of JLB Traffic Engineering, Inc. His engineering expertise includes: traffic operations analysis; corridor studies; plan check services; highway official plan lines; traffic forecasting; traffic planning; traffic control plans; traffic signal design; signal interconnect; geometric design; bike lane feasibility analysis; traffic impact studies; railroad pre-emption timing; pre-signals; intersection operational studies; signal/stop warrant analysis; speed studies; parking studies; and expert witness services.

EDUCATION

Bachelor of Science,
Surveying Engineering State
University, Fresno

YEARS OF EXPERIENCE

Industry: 27

CERTIFICATION

CA Traffic Engineer #TR2328
CA Civil Engineer #C62971
CA LSIT, #ZL005078

CONTACT

516 W Shaw Ave., Ste 103
Fresno, CA 93704

jbenavides@jlbtraffic.com
559-570-8991

EXPERIENCE

Design Projects:

- Flashing LED Pedestrian System, West Park ATP, Fresno County
- Flashing LED Pedestrian System Laton ATP, Fresno County
- Signals, 15 locations along Golden State Boulevard through Fowler, Selma and Kingsburg, Fresno County, Fresno COG
- Cedar at Woodward ATP Intersection Improvements, Fresno
- MLK Signal Modifications and Street Lighting, Fresno
- Ashlan Avenue Widening, Signal Mod and Lighting, Fresno
- Signals and Signal Modification, Various Locations, Fresno

Traffic Impact, Intersection Operational, Warrant and Safety Studies

- Madera Unified School District New High School, Madera County
- Fresno Unified School District New High School & Elementary School TIA, Fresno
- Fresno Unified School District Alternative Education Complex TIA, Fresno
- Kerman Unified School District Athletic Site and Elementary School TIA, Kerman
- Various Private Residential, Commercial and Mixed-Use Development Project TIAs, Fresno
- Traffic Safety Audits, Various Locations, Kings County
- Engineering & Traffic Surveys, 51 segments, Selma
- Engineering & Traffic Surveys, 54 segments, Atwater

Other Projects

- Systematic Safety Analysis Report, Fresno
- Yosemite Avenue Pedestrian-Vehicle Safety Evaluation, Madera
- On-Call Traffic Engineering, Atwater, Clovis, Visalia and Merced
- Geometric Approval Drawings and Official Plan Lines
- CMAQ Grant Application and Cost Benefit Analysis for Signal Interconnect Project, Atwater
- HSIP Grant Application and Cost Benefit Analysis for Shaffer Road and Juniper Avenue, Atwater
- SR 190 at Avenue 284 Roundabout Peer Review Traffic Operational Analysis, Tulare County
- Hacket Rd, Kinser Rd, Don Pedro Ave and Nadine Ave Safe Routes to School RRFB, Ceres



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Walter R Reinhardt Insurance Agency, Inc. 499 West Shaw Avenue, Ste. 130 Fresno CA 93704-2516 | CONTACT NAME: Brenda Esparza PHONE (A/C, No, Ext): (559) 226-4700 FAX (A/C, No): (559) 226-2345 E-MAIL ADDRESS: Brenda@reinhardtinsurance.com | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|------------|-----------------------------|-------|------------|--------------------|-------|------------|---------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| INSURED Precision Civil Engineering, Inc. 1234 O Street Fresno CA 93721 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Insurance Company</td><td>25682</td></tr><tr><td>INSURER B:</td><td>Hartford Insurance</td><td>29424</td></tr><tr><td>INSURER C:</td><td>Admiral Insurance Company</td><td>24586</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Travelers Insurance Company | 25682 | INSURER B: | Hartford Insurance | 29424 | INSURER C: | Admiral Insurance Company | 24586 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Travelers Insurance Company | 25682 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Hartford Insurance | 29424 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Admiral Insurance Company | 24586 | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** CL2372523758**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 680-000X406811 | 07/30/2023 | 07/30/2024 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Contractual Liability \$ 2,000,000 |
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| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 51WECAY8RHN | 08/01/2023 | 08/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Errors & Omissions | | | EO000060460-01 | 07/30/2023 | 07/30/2024 | Each Claim 1,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Walter R Reinhardt Insurance Agency, Inc. 499 West Shaw Avenue, Ste. 130 Fresno CA 93704-2516 | CONTACT NAME: Brenda Esparza PHONE (A/C, No, Ext): (559) 226-4700 FAX (A/C, No): (559) 226-2345 E-MAIL ADDRESS: Brenda@reinhardtinsurance.com | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|------------|-----------------------------|-------|------------|--------------------|-------|------------|---------------------------|-------|------------|--|--|------------|--|--|------------|--|--|
| INSURED Precision Civil Engineering, Inc. 1234 O Street Fresno CA 93721 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Insurance Company</td><td>25682</td></tr><tr><td>INSURER B:</td><td>Hartford Insurance</td><td>29424</td></tr><tr><td>INSURER C:</td><td>Admiral Insurance Company</td><td>24586</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Travelers Insurance Company | 25682 | INSURER B: | Hartford Insurance | 29424 | INSURER C: | Admiral Insurance Company | 24586 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Travelers Insurance Company | 25682 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Hartford Insurance | 29424 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Admiral Insurance Company | 24586 | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** CL2372523758**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

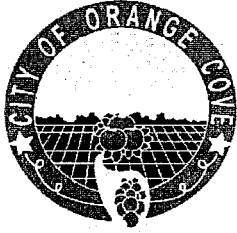
For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Esparza

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CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Megan Dodd, City Attorney
Subject: Approval of a Memorandum of Understanding with Local 39
Attachments: Memorandum of Understanding

RECOMMENDATION:

Staff recommends that the Council approve the Memorandum of Understanding between the City and Local 39.

BACKGROUND:

The City has reached a tentative agreement with Local 39 for the period of July 1, 2023 – July 1, 2024. The highlights of the new agreement are as follows:

- The City will internally fill the Maintenance II position within thirty (30) days from execution of the new MOU.
- The City will offer 2% longevity pay for those employees that have been employed for the City for 20 years.
- The City will allow an annual 20-hour vacation time cash-out.
- The City will offer a 2.5% certificate pay increase for those that have received the animal control certificate (unless the employee is already receiving any other type of certificate pay).
- The City will increase the uniform and boot allowance by \$175 per year.
- The City will meet and confer with the Union after six months to discuss the City's

Prepared by: City Attorney

Approved by: Megan Dodd

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

current financial position, and whether the City can offer any additional raises at that time.

FISCAL IMPACT:

CONFLICT OF INTEREST:

None.

MEMORANDUM OF UNDERSTANDING

By and Between

The City of Orange Cove

And

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS
STATIONARY ENGINEERS, LOCAL 39**



2023 - 2024

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**MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) BETWEEN
CITY OF ORANGE COVE (“City”) AND INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 39, AFL-CIO (“Union”)**

**ARTICLE 1
PREAMBLE**

This Agreement, hereinafter referred to as the Agreement or Memorandum of Understanding, entered into by the City of Orange Cove, hereinafter referred to as the City, and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious labor relations between the City and the Union, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

A. SOLE AGREEMENT

1. The City and the Union both agree that this Agreement, when signed by both parties hereto, and approved by the City Council, supersedes and prevails over any past practice expressly covered by this Agreement and supersedes and supplements all other Agreements between the parties. Any benefits previously enjoyed by the employees not covered by this Agreement shall remain in effect during the term of the Agreement. In the event of a conflict between the language contained in this Agreement and the City of Orange Cove Personnel Rules for the City Personnel System, (hereafter referenced as “Personnel Rules”), the language contained in this Agreement shall prevail.
2. Neither party shall be obligated to meet and confer during the term of this Agreement on any matter within this Agreement. However, if during its term, the parties hereto should mutually agree to modify, amend or alter the provisions of the Agreement in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representative of the City and the Union. Any such changes validly made shall become a part of this Agreement and subject to its terms.
3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

B. GOVERNING LAWS

The legal relationship between the City and its employees, and the City and the Union is governed by Government Code (Section 3500 et seq., commonly know as the Meyers-Milias-Brown Act) and applicable Regulations of the Public Employment Relations Board (PERB). In the event of any conflict between said laws and this Agreement, said laws shall govern.

ARTICLE 2 UNION RECOGNITION

A. UNION RECOGNITION

1. The City acknowledges the Union as the sole and exclusive recognized employee organization representing the Miscellaneous Bargaining Unit for the purpose of meeting and conferring in good faith on matters within the scope of representation under the MMBA as related to employees covered under this Agreement, and to make every reasonable effort to reach agreement on a successor Agreement at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year. In order that the meet and confer process may include adequate time for full consideration of the proposals of both parties and for resolution of any impasse, the City shall accept proposals from the Union as early as March 1, 2024.
2. There shall be no more than one revocation of representation election during the term of this Agreement.

B. AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

1. The City's principal authorized agent shall be the City Manager or duly authorized representative of the City of Orange Cove (address: 633 Sixth Street, Orange Cove, CA 93646).
2. The Union's principal authorized agent shall be the Business Manager of Local 39 or duly authorized representative (address: 337 Valencia Street, San Francisco, California 94103; telephone: (415) 861-1135).
The Union agrees to meet and confer in good faith promptly upon reasonable request by the City and to continue every reasonable effort to reach agreement on matters within the scope of representation at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year.

C. RECOGNITION OF MUTUAL OBLIGATION

The Union and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth herein, and to adhere in good faith to the terms and conditions set forth in this Agreement.

D. LOCKOUT AND STRIKE

1. No lockout of employees shall be instituted by the City during the term of this Agreement.
2. No unlawful strikes, or work stoppages by City employees, shall be caused, instigated, encouraged, condoned, participated in, or honored by the Union or its members during the term of this Agreement.

E. EXCHANGE OF INFORMATION

Union Stewards - A written list of the Officers of the Union and the Union Stewards with the specific areas they represent shall be furnished to the City immediately after their designation and the Union shall notify the City promptly in writing of any changes of such Union Officers or Stewards.

City Information - On a regular basis, the City shall provide to the Union a copy of amendments to the Personnel Rules, new and amended salary resolutions, new and amended position authorization resolutions, job bulletins for classes in this Unit, and copies of new and revised class specifications prior to promulgation, of which such class specification copies shall serve as notice to the Union relative to effects bargaining.

F. UNION BULLETIN BOARDS

The Union may use bulletin boards designated by the City to post materials related to Union business (political advertisements shall not be considered Union material). Any materials posted must be dated, initialed by the Union representative responsible for the posting, and a copy of all materials posted must be distributed to the department head or designee at the time of posting. The Union agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted. The City reserves the right to remove any material posted in violation of this section.

G. NOTICE FOR REQUEST OF LEAVE TO ATTEND MEET AND CONFER SESSIONS

The Union shall provide the City not less than two days prior notice when requesting leave with or without pay to attend meet and confer sessions. When two day's notice cannot be provided, notice shall be provided as soon as possible.

This Section shall not be interpreted to require the City to grant any such leave, but instead is intended to provide prior notice of requests for leave, so that the City may attempt to allow such leave with a minimum of interruption of schedules and operations.

ARTICLE 3 DISCRIMINATION

A. DISCRIMINATION

1. The Union agrees that there will be no intimidation, coercion or interference against the City or any of its employees.
2. The City agrees that there will be no interference, restraint, or coercion against the Union or any employee because of Union membership or Union activity.

ARTICLE 4 ACCESS

A. ACCESS

Union staff and union stewards may have access to employees to represent them. Access shall not interfere with the work of the employees. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety or security. If access is restricted, other reasonable accommodations will attempt to be made.

B. UNION REPRESENTATION RIGHTS

“Scope of Representation” means all matters relating to employer-employee relations, including, but not limited to wages, hours, and other terms and conditions of employment. The Union and the City agree that all employees in the Miscellaneous Bargaining Unit are guaranteed their rights as described in the Meyers-Milias-Brown Act. In addition the City recognizes and agrees to deal with designated Union representatives regarding the enforcement of this Agreement, and when requested by the Union on the following:

1. Employee discipline cases, including investigatory interviews of an employee who is the subject of an investigation;
2. AWOL terminations;
3. Unsatisfactory performance evaluations;
4. Discussions with management regarding reasonable accommodations;

C. EMPLOYEE TIME OFF

Employees shall be entitled to reasonable time off without loss of compensation, and without disruption or interference with the work of employees, Department, and/or without creating an unsafe work situation, and with prior notification to the Department Head or City Manager, to confer with a Union representative on representational matters at the work site during work hours.

D. UNION MEMBERSHIP AND DUES DEDUCTION

1. General

The City shall deduct the dues or benefit premiums, or both, following receipt of notice from the Union that authorization has been provided to the Union by an employee in the Unit. The City shall stop dues deductions or benefit premium deductions, or both, upon receipt of notice from the Union that authorization has been provided to the Union by members in the Unit. Should there be a dispute regarding the deduction of dues, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

The Union, in consideration for and as a condition of the City withholding and transmitting payroll and benefit deductions authorized by this Section and in compliance with SB 866, shall hold harmless the City of Orange Cove, its officers, and employees from any liability that may result from making, canceling, or changing requested deductions.

2. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION

The member's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member is in a non-pay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor may the member be required to deposit, nor may the member deposit with the City Controller, the amount which would have been deducted if the member had been in a pay status during that period. In the case of a member who is in a non-pay status during only a part of the pay period and whose salary is insufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

3. DUES DEDUCTION

The Union may have the regular dues of its bargaining unit members deducted from their paychecks under procedures as follows:

The Union is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to the Union and not to the City of Orange Cove (City).

The Union is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the City unless a dispute arises about the existence or terms of the authorization. Questions regarding Union membership, dues amounts, and payroll deductions must be directed to the Union and not the City.

The Union will provide to the City an updated, certified dues deduction list of bargaining unit members who have provided written authorization for regular dues deductions. The City will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Union will immediately notify the City of any change to an employee's dues deduction, including starting and stopping dues deductions, or validly cancelling or revoking a dues deduction authorization, and will provide the City within one business day, an updated, certified dues deduction list noting any specific changes from the last list provided to the City. The City will implement the change(s) in the pay period following the City's receipt of such notification. The City will transmit the funds to the Union no later than thirty (30) days after the deductions occur.

The Union shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from and against any and all claims, demands, losses, defense costs, suits, or other action or liability of any kind or nature arising from this section, including, claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Union's representations and certifications regarding employee dues deduction authorizations.

This section of the MOU is not subject to the grievance process.

E. LIST OF NEW EMPLOYEES AND ELIGIBLE LISTS

Within five (5) workdays of hire, the Union will be given a notice of the new hire, by name, department, and classifications represented by the Union. The Union will also be notified when applications are being solicited for the establishment of new eligible lists for job classifications represented by the Union.

ARTICLE 5 GRIEVANCE AND ARBITRATION PROCEDURE

A. GRIEVANCE AND ARBITRATION PROCEDURE

1. Purpose

The grievance procedure shall be used to process and resolve grievances arising under this Agreement and employment-related complaints.

The purposes of this procedure are:

- a. To resolve grievances informally at the lowest possible level.
- b. To provide an orderly procedure for reviewing and resolving grievances promptly.

2. Definitions

- a. A grievance is a good faith complaint of one or a group of employees, or a dispute between the City and the Union involving the interpretation, application, or enforcement of the express terms of this Memorandum of Understanding. No matter shall be considered as a grievance under this Article unless it is presented within thirty (30) calendar days of when the grievant and/or Union became aware of the events on which the grievance is based.
- b. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Agreement. Complaints shall only be processed as far as Step Three of the procedure herein and the decision of the City Manager shall be final.
- c. As used in this procedure, the term “supervisor” means the individual who assigns, reviews and directs the work of an employee.
- d. As used in this procedure, the term “party” means a Unit employee, the Union, the City, or their authorized representatives.

1. Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended. Time limits referenced herein refer to calendar days.

2. Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

3. Presentation

At any step of the grievance procedure, the City or Union may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant, or Union steward in the case of a class action grievance, may attend without loss of compensation.

Step One:

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within ten (10) calendar days, the immediate supervisor shall give his/her decision or response.

Step One may be bypassed by the Union if the Supervisor does not have authority to make adjustment to the issue grieved.

Step Two:

If the grievance is not resolved in Step One of the procedure above, or if no response has been received by the last date due, a formal written grievance may be filed within ten (10) days of the supervisor's response. The formal grievance is filed with the employee's Department Head who shall have twenty-one (21) days to respond in writing to the grievance.

Step Three:

If the grievant or Union is not satisfied with the Step Two response, or if no response has been received by the last date due, the grievance may be appealed to the City Manager. The appeal to the City Manager must be filed within fifteen (15) days of receipt of the Step Two response or of the last date when the Step Two response was due. The City Manager shall render a decision in writing to the employee within twenty-one (21) days after receipt of the grievance.

Step Four:

If the City Manager fails to respond in writing as provided in Step Three, or if the response is not satisfactory to the Union, the Union shall have the right to refer a maximum of four (4) matters annually (within a calendar year) to an outside hearing officer/arbitrator via a list of neutrals obtained from the State Mediation and Conciliation Service (SMCS). The request for arbitration must be given in writing to the City Manager by the Union within twenty (20) days after receipt of the Step Three response or of the last date when the Step Three response was due.

Any resolution of the grievance which does not involve the Union will not be considered precedential in any manner.

4. Arbitration:

Within twenty (20) days after the request for arbitration, the Union shall contact the SMCS to submit to both parties a panel of seven (7) neutrals/arbitrators. Upon receipt of such list, the parties shall alternately each strike three names from the list and the remaining person shall be accepted as the hearing officer/arbitrator. The first party to strike will be determined by the flip of a coin.

The arbitration shall be conducted in accordance with the following rules:

5. Costs:

All costs for the services of the Hearing Officer/Arbitrator, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the employee's Union/Bargaining Association and the City. Any cost incurred to obtain the use of a hearing room shall be shared equally by the employee's Union/Bargaining Association and the City. All other costs shall be borne by the party incurring them.

6. Scheduling of Hearing:

The Hearing Officer shall set the date, time and place of the hearing (such place shall be on City premises) and give not less than ten (10) business days' notice of such date, time and place to the employee or his/her authorized representative, the Personnel Officer and the City Manager, by certified United States Mail, postage prepaid.

7. Hearing Procedure:

The Hearing Officer shall regulate the conduct of the hearing process.

a. Right to Representation

- The employee may be represented at the appeal hearing by a representative of his/her choice who may or may not be an attorney.
- The City may be represented by a representative of its choice who may or may not be an attorney.

b. Witnesses

Both the employee and the City shall have the right to call and cross-examine witnesses at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with a list of all witnesses (except rebuttal witnesses) intended to be called at the hearing no later than five (5) days prior to the hearing;
- All witnesses shall testify under oath;
- The Hearing Officer has authority to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Hearing Officer only for good cause. Each party is responsible for serving his/her/its own subpoenas.

c. Exhibits

Both the employee and the City shall have the right to present documentary and tangible evidence at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with an exhibit list and a copy of all exhibits (except rebuttal exhibits) intended to be introduced at the hearing no later than five (5) days prior to the hearing.

d. Conduct of Hearing

- The Hearing Officer shall preside over the hearing and has the discretion to conduct the proceedings and allow admission of evidence based upon such rules of procedure and evidence as the hearing officer shall choose. In no event shall the Hearing Officer impose rules of procedure or evidence more stringent than the California Rules of Civil Procedure or the California Rules of Evidence.
- Irrelevant and unduly repetitious evidence may be excluded.
- The hearing shall be recorded by an electronic process.
- The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall neither add to, detract from, nor modify the language of the City's Personnel Rules or policies in considering any issue properly before him/her. The Hearing Officer shall expressly confine himself/herself to the precise issues submitted and shall not have the authority to consider any issue not so submitted. Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings.
- During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- During the hearing, the City shall have the burden of proof and production that the discipline as imposed was correct based upon a preponderance of the evidence.
- The hearing shall proceed in the following order unless the Hearing Officer directs otherwise:
 - i. The City shall be permitted to make an opening statement.

- ii. The employee shall be permitted to make an opening statement.
- iii. The City shall produce its evidence.
- iv. The employee shall produce his/her evidence.
- v. The City, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the Hearing Officer. The City shall have the right to argue first, the employee may argue second, and the City may reserve a portion of its argument time for rebuttal.

8. Written Findings and Decision

Within thirty (30) days following the close of the appeal hearing, the Hearing Officer shall issue a written Notice of Decision. The Notice of Decision shall specify the following:

- a. Whether the discipline imposed is upheld, reduced, or voided; and
- b. The grounds upon which the decision is made.

The Notice of Decision and a copy of this Disciplinary Procedure and Appeal Process policy shall be mailed to the employee or the employee's representative by first-class mail, postage prepaid, including a copy of a proof of service.

If any portion of the discipline is reduced or voided, the employee shall be entitled to corresponding back wages and/or benefits lost, if any.

The decision of the Hearing Officer shall be final and binding unless an action or proceeding is commenced in a court of competent jurisdiction to determine the validity of the decision as set forth below.

9. Judicial Review

Judicial review of any decision of the Hearing Officer may be had pursuant to Section 1094.5 of the California Code Of Civil Procedure only if a petition for writ of mandate is filed within the applicable time limits. Pursuant to Section 1094.6 of the California Code Of Civil Procedure, the employee must file the petition in a court of competent jurisdiction within ninety (90) days after the Notice of Decision is mailed to the employee or will otherwise be considered to have waived the right to do so.

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration held under this Agreement. The grievant, or Union Steward if a class action grievance, shall also attend the hearing on City time.

The hearing officer/arbitrator shall have no authority to add to, delete or alter any provisions of this Agreement, but shall limit his/her decision to the application and interpretation of its express provisions.

B. DISCIPLINARY PROCEDURE AND APPEAL PROCESS

As used in this section, "disciplinary action" shall mean any of the following and may be taken singularly or in combination:

1. Written Reprimand.

A written reprimand shall be provided to an employee prior to being placed in the employee's personnel file. The employee shall have the right to have a written rebuttal attached to the written reprimand in the employee's personnel file if the rebuttal is submitted to the City Manager's office within 10 days of the date the written reprimand was received. A written reprimand is not subject to appeal.

2. Reduction in Pay.

An employee's pay may be reduced for cause. A reduction in pay for disciplinary purposes may take one of two forms: 1) a decrease in salary to a lower step within the salary range; or (2) a decrease in salary paid to an employee for a fixed period of time. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

3. Demotion.

An employee may be demoted from his/her position for cause. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to a demotion will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

4. Suspension.

An employee may be suspended from his/her position without pay for cause. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final.

During suspension, vacation and sick leave shall not accrue. However, health, dental and life insurance shall remain in effect. An employee subject to suspension will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

5. Discharge.

An employee may be discharged from his/her position for cause. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. An employee subject to discharge will receive prior written notice and the opportunity to appeal in accordance with this disciplinary appeal process.

6. Administrative Leave With Pay.

The City may place an employee on administrative leave with pay pending investigation of misconduct, potential disciplinary action, or for any other reason that the Personnel Officer, in his/her sole discretion, believes warrants such leave. Administrative leave with pay shall not, in and of itself, be considered a disciplinary action and is not subject to any grievance, hearing or appeal procedure.

7. Notice of Intended Disciplinary Action.

In cases of proposed suspensions, demotions, reductions in pay or discharges (hereinafter referred to as "Significant Discipline"), the proposed disciplinary action shall be served on the employee personally or by mail, at last known address on file in the City Manager's office. The written notice of intended disciplinary action shall include:

- a. The level of discipline intended to be imposed;
- b. The specific charges upon which the intended discipline is based;
- c. A summary of the facts upon which the intended discipline is based;
- d. A copy of all written materials, reports, or documents upon which the intended discipline is based;
- e. Notice of the employee's right to respond to the charges either in writing or orally, at the option of the employee. The employee shall be advised that he/she has seven (7) days within which to file a written response or request, in writing, a predisciplinary conference;
- f. Notice of the employee's right to have a representative of his/her choice at the conference, should he/she choose to respond orally; and
- g. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

8. Employee's Response and the Predisciplinary (Skelly) Conference.

If the employee requests an opportunity to respond orally, the conference must be scheduled at least ten (10) days after the date of the Notice. The conference will be an

informal meeting with the Department Head or designee, at which the employee has an opportunity to rebut the charges against him/her and present any mitigating circumstances. The Department Head or designee will consider the employee's presentation before any final disciplinary action.

The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his/her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the proposed disciplinary action will be imposed on the date specified.

9. Final Notice of Discipline.

Within ten (10) days of the predisciplinary conference or within ten (10) days of the receipt of the employee's timely written response, the Department Head or his/her designee will: (1) dismiss the notice of intent and take no disciplinary action against the employee; (2) modify the intended disciplinary action; or (3) impose the intended disciplinary action. In any event, the Department Head will prepare and provide the employee with a notice that contains the following:

- a. The level of discipline, if any, to be imposed;
- b. The effective date of the discipline;
- c. The specific charges upon which the discipline is based;
- d. A summary of the facts upon which the charges are based;
- e. A copy of all written materials, reports, or documents upon which the discipline is based; and
- f. A statement of the employee's right to appeal.

10. Right of Appeal.

If Significant Discipline is imposed on an employee following a predisciplinary hearing or after the employee submits a written response to the charges against him/her, the employee shall have the right to appeal the Significant Discipline in accordance with the procedures set forth herein.

An employee who chooses to waive the right to a predisciplinary hearing or the right to respond to the charges in writing, however, allows the discipline to be imposed as stated in the Final Notice of Discipline and shall not have a right to appeal the discipline.

11. Appeal and Request for Hearing.

The employee shall give written notice to the City Manager's office of his/her request to appeal the disciplinary action within ten (10) days after the employee receives the Final Notice of Discipline. The appeal shall include the following:

- a. An admission or denial of each charge with an explanation of why the charge is admitted or denied;
- b. A statement of any affirmative defenses;
- c. A statement that the employee disagrees with the penalty with an explanation of the employee's position;
- d. The employee's current mailing address; and
- e. A request for a hearing.

An employee's failure to file an appeal within the ten (10) day period shall waive his/her right to a hearing and the Significant Discipline imposed by the Final Notice of Discipline shall be deemed final.

12. Discipline Remains in Effect.

If the employee requests an appeal of disciplinary action, it shall not prevent the discipline from being served or imposed prior to the appeal hearing.

13. Selection Of A Hearing Officer.

An appeal of a Final Notice of Disciplinary Action imposing Significant Discipline shall be heard by an independent Hearing Officer. Within five (5) business days of receiving an employee's appeal demanding a hearing the City Manager shall request a list of neutrals from the State Mediation and Conciliation Service (SMCS) not later than three (3) business days after receiving the list from SMCS, the City Manager and the employee or his/her authorized representative shall meet to select the Hearing Officer utilizing the alternate strike method.

The party striking first shall be determined by the toss of a coin. In the event the person selected as the Hearing Officer is unavailable to commence the hearing process within three (3) weeks of the date of selection, the parties shall request another name from the SMCS and shall proceed to select the Hearing Officer in the same manner provided above.

14. Costs.

All costs for the services of the Hearing Officer, including, but not limited to, per diem expenses, travel and subsistence shall be shared equally by the employee's Union/Bargaining Association and the City. Any cost incurred to obtain the use of a hearing room shall be shared equally by the employee's Union/Bargaining Association and the City. All other costs shall be borne by the party incurring them.

15. Scheduling of Hearing.

The Hearing Officer shall set the date, time and place of the hearing (such place shall be on City premises) and give not less than ten (10) business days' notice of such date, time and place to the employee or his/her authorized representative, the Personnel Officer and the City Manager, by certified United States Mail, postage prepaid.

16. Hearing Procedure.

The Hearing Officer shall regulate the conduct of the hearing process.

a. Right to Representation

- The employee may be represented at the appeal hearing by a representative of his/her choice who may or may not be an attorney.
- The City may be represented by a representative of its choice who may or may not be an attorney.

b. Witnesses

Both the employee and the City shall have the right to call and cross-examine witnesses at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with a list of all witnesses (except rebuttal witnesses) intended to be called at the hearing no later than five (5) days prior to the hearing;
- All witnesses shall testify under oath;
- The Hearing Officer has authority to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Hearing Officer only for good cause. Each party is responsible for serving his/her/its own subpoenas.

c. Exhibits

Both the employee and the City shall have the right to present documentary and tangible evidence at the hearing, subject to the following:

- The employee and the City shall provide each other and the Hearing Officer with an exhibit list and a copy of all exhibits (except rebuttal exhibits) intended to be introduced at the hearing no later than five (5) days prior to the hearing.

d. Conduct of Hearing

- The Hearing Officer shall preside over the hearing and has the discretion to conduct the proceedings and allow admission of evidence based upon such rules of procedure and evidence as the hearing officer shall choose. In no event shall the Hearing Officer impose rules of procedure or evidence more stringent than the California Rules of Civil Procedure or the California Rules of Evidence.
- Irrelevant and unduly repetitious evidence may be excluded.
- The hearing shall be recorded by an electronic process.
- The Hearing Officer shall determine the relevancy, weight and credibility of testimony and evidence. The Hearing Officer shall neither add to, detract from, nor modify the language of the City's Personnel Rules or policies in considering any issue properly before him/her. The Hearing Officer shall expressly confine himself/herself to the precise issues submitted and shall not have the authority to consider any issue not so submitted. Decisions made by the Hearing Officer shall not be invalidated by any informality in the proceedings.
- During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.
- During the hearing, the City shall have the burden of proof and production that the discipline as imposed was correct based upon a preponderance of the evidence.
- The hearing shall proceed in the following order unless the Hearing Officer directs otherwise:
 - i. The City shall be permitted to make an opening statement.

- ii. The employee shall be permitted to make an opening statement.
- iii. The City shall produce its evidence.
- iv. The employee shall produce his/her evidence.
- v. The City, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of no more than twenty (20) minutes may be permitted at the discretion of the Hearing Officer. The City shall have the right to argue first, the employee may argue second, and the City may reserve a portion of its argument time for rebuttal.

17. Written Findings and Decision.

Within thirty (30) days following the close of the appeal hearing, the Hearing Officer shall issue a written Notice of Decision. The Notice of Decision shall specify the following:

- a. Whether the discipline imposed is upheld, reduced, or voided; and
- b. The grounds upon which the decision is made.

The Notice of Decision and a copy of this Disciplinary Procedure and Appeal Process policy shall be mailed to the employee or the employee's representative by first-class mail, postage prepaid, including a copy of a proof of service.

If any portion of the discipline is reduced or voided, the employee shall be entitled to corresponding back wages and/or benefits lost, if any.

The decision of the Hearing Officer shall be final and binding unless an action or proceeding is commenced in a court of competent jurisdiction to determine the validity of the decision as set forth below.

18. Judicial Review.

Judicial review of any decision of the Hearing Officer may be had pursuant to Section 1094.5 of the California Code of Civil Procedure only if a petition for writ of mandate is filed within the applicable time limits. Pursuant to Section 1094.6 of the California Code of Civil Procedure, the employee must file the petition in a court of competent jurisdiction within ninety (90) days after the Notice of Decision is mailed to the employee or will otherwise be considered to have waived the right to do so.

19. Waiver.

An employee who chooses not to exercise his/her right to appeal a Final Notice of Discipline imposing Significant Discipline consistent with the terms and conditions of this Section 14 shall be barred from appealing the imposition of such discipline in superior or district court for failure to exhaust administrative remedies. This shall include any employee who chooses to prematurely terminate appeal proceedings before the Hearing Officer has issued the Notice of Decision.

20. Written Reprimands

Written reprimands may be appealed to the City Manager, in a meeting with the employee and, if requested by the employee, Union representative. The City Manager's decision will be given in writing and will be final.

21. AWOL Terminations

An employee terminated for an absence without leave pursuant to the Personnel Rules has the right to appeal the termination through the appeal procedure set forth above.

ARTICLE 6 SALARIES

A. SALARIES

Salary ranges for bargaining unit employees will be listed in a salary schedule to be attached as Appendix A.

Within thirty (30) days of the effective date of this MOU, the City will fill the Maintenance II position with an internal candidate.

While the City is not providing any general salary increases in this MOU, the City agrees to meet and confer with the Union within six (6) months of the effective date of this MOU to discuss the City's financial position and determine whether a salary increase is feasible.

B. SALARY STEP ADVANCEMENT AND PROBATIONARY PERIODS

1. Hiring

The City may fill any vacancies for currently existing permanent part-time and permanent full-time positions. From time to time, the City may employ temporary employees for an intermittent or short term of 90 days or less.

Hiring of temporary employees will be made where (i) the work required is based on an emergency short term basis, or (ii) where the work load is not year-round or of sufficient duration to justify a permanent part-time or permanent full-time position. The City will notify the Union of its intent to hire temporary employees prior to the actual hire date.

C. LONGEVITY PAY

The City will provide a 2% salary increase to those employees who have remained City employees for twenty (20) consecutive years. This will be a one-time increase, and will only be provided if the employee has been employed by the City for twenty (20) consecutive years, with no gaps in time.

2. Administration and Review of the Compensation Plan

From time to time, the Personnel Officer may recommend to the City Council an appropriate salary range for each class. When the salary range for a class is changed by the City Council, all employees whose positions are affected shall be adjusted to the corresponding salary step in the new range, unless an alternate agreement is reached.

3. Compensation Plan Steps

The basic salary range for all classifications shall consist of salary steps ranging from 1 to 5.

4. Step Increases

Step increases are not automatic, but are merit-based and shall be granted for continued improvement and increased service value of an employee, and other pertinent factors as determined by the employee's Department Head and the Personnel Officer. Step increases shall be made only upon the recommendation of the Department Head concerned, and with the approval of the Personnel Officer.

Nothing herein prohibits the granting of a step increase to an employee at any time. No step increase shall be made so as to exceed any maximum rate established in the Classification and Compensation Plan for the class to which the employee's position is assigned.

- a. Salary Step 1 shall be paid at initial employment and may be paid after six months of employment in ranges having an entry level step, where the employee has demonstrated satisfactory job progress and normally increasing productivity and

upon recommendation of the Department Head and approval of the Personnel Officer.

- b. Salary Step 2 may be paid after six months at Salary Step 1 or after one year at Salary Step 1, in ranges having an entry level step where the employee has demonstrated satisfactory job progress and normally increasing productivity and upon recommendation of the Department Head and approval of the Personnel Officer.
- c. Salary Step 3 may be paid upon completion of one year of employment in Salary Step 2 where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head and approval of the Personnel Officer.
- d. Salary Step 4 may be paid upon completion of one year of employment in Salary Step 3 where the employee has demonstrated satisfactory job progress and productivity and upon recommendation of the Department Head and approval of the Personnel Officer.
- e. Salary Step 5 may be paid upon completion of one year employment in Salary Step 4 where the employee has demonstrated satisfactory job progress and productivity and upon the recommendation of the Department Head and approval of the Personnel Officer.

5. Special Salary Adjustments

A Department Head may recommend to raise a regular employee to a higher range than his/her base range in recognition of meritorious service, advanced education beyond the requirements of the position he/she holds and other extraordinary attributes related to his/her public service. Such increased compensation is subject to the approval of the Personnel Officer and the availability of budgeted monies.

6. Personnel Officer Discretion

In any case where rigid adherence to the foregoing principles related to salary adjustment would cause a manifest injustice, the Personnel Officer, on recommendation of the Department Head, may make such order relating thereto as in its discretion is proper.

7. Application of Salary Ranges and Plan Steps

a. Appointment

Initial appointments shall normally be at the first step of the appropriate salary range. The Personnel Officer may, at his/her sole discretion, make an appointment to a position at an appropriate higher salary step when it is difficult to acquire qualified personnel at the starting salary, or when the education or experience of a proposed employee justifies a beginning salary in excess of the first salary step.

b. Promotion

Any employee who is promoted to a position in a class with a higher salary range shall be placed on the step in the new higher range which is at least equal to an advancement of a full step over the step he held in his former range in the basic salary schedule. An employee thus promoted is therefore assigned to a new salary anniversary date effective on the date of promotion.

An employee who, on his/her salary anniversary date, is promoted to a class with a higher salary range shall first receive any within range increase to which he/she is entitled, and then the higher step as provided in this section.

c. Transfer

Any employee who is transferred from one position to another position in the same class, or to another position in the same class, or to another position in a class having the same salary range, shall be compensated at the same step in the salary range as he/she previously received and his/her salary anniversary date shall not change.

d. Re-Employment

An employee re-employed at any step above step "1" may be advanced to the next higher step in his/her range no sooner than one year from the anniversary date of his re-employment.

e. Permanent Part-Time Employees

Permanent part-time employees shall be paid the hourly equivalent of the monthly salary paid to a full-time employee in the classification to which they are assigned. After completing the number of hours equivalent to full-time employment in each step, a permanent part-time employee may be eligible to advance to the next step in the salary range for the class to which he/she is assigned.

f. Demotion

Any employee who is demoted to a position in a class with a lower salary range shall have his/her salary reduced to the salary step in the range for the lower class which is:

1. If a disciplinary demotion, to any designated salary step in the lower range which is at least one step less than that received in the salary range for the class from which demoted. A new anniversary date shall be established on the basis of the demotion.
2. If a non-disciplinary demotion, to that salary in the dollar amount he/she would have received in that lower class if his/her services had been continuous in said lower class. He/she shall retain his/her current anniversary date.

g. Reinstatement

An employee who resigned in good standing may, within two (2) years of such resignation and upon recommendation of the Personnel Officer, be reinstated in a position in the class in which he/she previously had served. Upon such reinstatement, his/her compensation shall be not more than that paid at the step in the salary range he/she received prior to his/her separation and his/her anniversary date shall be based upon the date of reinstatement.

h. Compensation on Change in Range Assignment

Whenever a class is reassigned to either a higher or lower salary range by the City Council, the salary of each incumbent in such class on the date the reassignment is effective shall be adjusted to the step in the new range that corresponds to the step he/she was receiving in the former range and he/she shall retain the same salary anniversary date. When a salary range reassignment becomes effective on the same date as an employee's salary anniversary date, he/she shall first receive any salary range increase to which he/she is entitled and then receive the corresponding step adjustment.

i. Compensation on Position Reclassification

The salary of an employee in a position that is reclassified shall be determined as follows:

1. If the position is reclassified to a class with the same salary range as the previous class and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.
2. If the position is reclassified to a class with a higher salary range than the previous class, and if the incumbent is appointed to the reclassified position, then the salary of such employee shall be governed by subsection 8.03(B) of the City of Orange Cove Personnel Rules.
3. If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change.

If his/her salary is greater than the maximum step of the lower salary range, his/her salary shall be "Y" rated until such time as any general cost-of-living increase, inequity adjustment, or other salary increase results in a monthly salary appropriate for the class. The employee's salary anniversary date shall not change and he/she shall not be required to serve a new probationary period.

8. Compensation For Working on Holidays

Any employee, other than Police Department employees, who work on a shift basis and whose regular schedule requires him/her to work on a holiday, shall be paid at the rate of time-and one-half the hourly equivalent of his/her salary at the discretion of the Department Head.

9. Performance Evaluations

a) Policy

It is the policy of the City that regular reports be made as to the efficiency, competency, conduct and merit of its employees. To this end, it is declared to be the responsibility of the Personnel Officer, the Department Heads and their subordinate supervisors that these reports be made.

It is also declared that it is the responsibility of the Personnel Officer to provide and prescribe the forms and procedures to be used in such reports of performance and to assist in the training of supervisory personnel of the City so that the program of performance reporting will be carried on in a sound and effective manner.

b) Schedule

1. Probationary Employees

Performance evaluation reports shall be prepared and a copy submitted to the Personnel Officer every three (3) months for probationary employees.

2. Regular Employees

Each year a performance evaluation report for regular employees shall be prepared within thirty (30) days prior to the employee's salary anniversary date. A copy shall be submitted to the Personnel Officer.

In addition, a report may be prepared at any time by request of the employee or at the discretion of the employee's supervisor.

c) Authority to Make Reports

The Personnel Officer shall have the authority to make reports of performance, however, he/she may delegate such authority to subordinate supervisors who are most familiar with the work of the employee to be evaluated. The Personnel Officer shall review and approve all performance evaluations of personnel under his/her jurisdiction.

d) Review with Employee

Each performance evaluation shall be thoroughly discussed with the employee to point out areas of successful performance and areas that need improvement. The employee shall also be encouraged to comment regarding his/her work performance, either in a written statement attached to the report or orally.

The employee shall sign the performance report to acknowledge that he/she is aware of its content and has discussed the report with the evaluator. The employee's signature does not necessarily mean that he/she fully agrees with the content of the report.

e) Distribution of Reports

Reports shall be prepared and a copy shall be given to the employee. The reports shall also be placed in the subject department's file, and provided to the Personnel Officer for retention in the employee's personnel file.

f) Effects of Improvement Needed or Unsatisfactory Ratings

Any employee who receives an overall "unsatisfactory" or "improvement needed" rating will not be eligible to participate in any promotional examination until a satisfactory rating is established.

An overall "unsatisfactory" rating shall result in the withholding of any step increases for which the employee may be eligible.

An overall "improvement needed" rating may result in withholding any step increase upon the recommendation of the Personnel Officer.

When an employee receives an overall "improvement needed" or "unsatisfactory" rating, he/she shall be re-evaluated within three (3) months to document performance.

If the employee's performance has improved to such an extent that the Personnel Officer believes it is justified to grant the employee a step increase that was previously withheld, the improvement shall be indicated on the report and the Personnel Officer may specifically recommend the restoration of any step increase which had been withheld, effective the first day of the pay period following the date of the report. The employee's salary anniversary date shall thereafter be the date of the increase.

10. Probationary Period

a) Regular Appointment Following Probationary Period

All original and promotional appointments shall be tentative and subject to a probationary period of not less than six (6) months of actual service to be determined for each class by the Personnel Officer. The Personnel Officer may extend such probationary period up to six (6) additional months. The Personnel Officer shall notify the subject probationary employee, two weeks prior to the termination of any probationary period.

If the service of the probationary employee has been satisfactory to the Personnel Officer,

then he/she shall file a statement in writing to such effect and stating that the retention of such employee in the service is recommended. If such a statement is not filed, the employee will be deemed to be unsatisfactory and his/her employment terminated at the expiration of the probationary period. Where a statement of satisfactory service has not been filed notice of the termination shall be served on the terminated employee by the Personnel Officer after the expiration of the probationary period.

b. Objective of Probationary Period

The probationary period shall be regarded as a part of the selection process. It is a time during which the City determines whether work performance or work-related behavior meets the required standards of the position.

c. Rejection of Probationary Employee

During the probationary period, an employee may be rejected at any time by the Personnel Officer without the right of grievance, appeal or hearing. Notification of rejection by the Personnel Officer shall be served on the subject probationary employee.

d. Rejection Following Promotion

Any employee rejected during the probationary period following a promotional appointment, or at the conclusion of such probationary period by reason of failure of the Personnel Officer to file a statement that the employee's services have been satisfactory, shall be reinstated to the position from which the employee was promoted in the manner provided in the Personnel Ordinance and these Personnel Rules for positions in the competitive service. If there is no vacancy in such position, the employee may request to be placed on a Re-Employment List.

11. Seniority

a. Qualification

1. A probationary employee shall have no seniority until the employee has completed his/her probationary period. Upon completion of the probationary period, the employee will acquire seniority from the date of hire.
2. Whenever more than one person is appointed to the same class on the same day, the seniority of each individual will be equal.

b. Loss of Seniority

Seniority shall not be broken by vacations, sick time, any authorized leave of absence, or call to military service.

All seniority rights shall be lost by an employee if he/she:

1. Leaves City service.
2. Is terminated.
3. Does not return to work when being recalled after a layoff.
4. Is laid off for one (1) year without being recalled.

c. Effect of Classification Change on Rate of Compensation

Effective the date this Agreement is ratified and approved by the City Council, on a prospective, going forward basis, when an employee is moved permanently and not on a temporary or interim basis from one classification to another which has a higher salary, the employee shall move to the step in the salary range which is at least equal to a five percent (5%) salary increase to the position the employee is moved from, however, an employee cannot receive more than the top of the salary range.

ARTICLE 7 RETIREMENT

A. RETIREMENT FORMULA

Effective immediately the City shall during the term of the Agreement pay the rate prescribed for the Employer contribution into the PERS fund in accordance with the rules and regulations governing such employer contributions.

B. EMPLOYEE CONTRIBUTION

Employees shall contribute their portion of the PERS fund in the following manner:

1. All employees shall contribute the full employee portion of their PERS cost formula based on their retirement tier.
2. All employees retirement contributions shall be on a pre-tax basis.

ARTICLE 8 HEALTH AND WELFARE

A. HEALTH AND WELFARE

1. Health, Dental and Vision Insurance

The City will continue its medical, dental and vision plans in effect. Employees covered by the medical program, including spouse and/or dependents, will pay the cost outlined in PPO/HMO plan.

2. Other Insurance Contribution (Opt Out Benefit)

- a. With proof of other insurance, the City shall contribute up to three hundred dollars (\$300) per month for each employee not enrolled in the City's Health and Welfare plan. The City contribution shall not exceed the health premium the employee is paying with a maximum of three hundred dollars (\$300) per month.
- b. Eligible employees (i.e., with proof of other insurance) may continue this benefit as long as the employee continues to be employed with the City and does not discontinue enrollment in the benefits.
- c. An employee receiving the opt out benefit of up to three hundred dollars (\$300) will be required to submit proof of other insurance to the City on an annual basis and must notify the City if that insurance is discontinued for any reason. Proof of insurance will be shown by a group health insurance employee benefits card.
- d. Employees wishing to re-enroll in the City Plan may do so during the City's open enrollment or if there is a change in the spousal plan (i.e. plan is discontinued or spouse is terminated)

3. Group Life Insurance Benefits

The City will provide each full time employee with fifty thousand dollars (\$50,000) of term insurance with Accidental Death and Dismemberment coverage at no cost to the employee. Employees may also, through this plan, purchase additional coverage at the group rate.

**ARTICLE 9
HOURS OF WORK AND OVERTIME**

A. HOURS OF WORK

- 1. The standard workday for employees shall be eight (8) hours and the standard workweek shall be forty (40) hours to be worked within five (5) consecutive days.
- 2. All employees shall be entitled to one paid fifteen (15) minute rest period during the first consecutive four (4) hour period of work and one paid fifteen (15) minute

rest period during the second consecutive four (4) hour period of work. Rest periods will be scheduled as close as possible to the middle of each four (4) hour period.

3. All employees shall be allowed an unpaid lunch period of at least thirty (30) minutes and not more than sixty (60) minutes in length, for every workday. Every effort will be made to provide this lunch period during the middle of the workday.

B. OVERTIME

1. All authorized actual time worked over eight (8) hours, or over forty (40) hours in any workweek or any authorized actual time worked on a regularly scheduled day off will be compensated at the applicable overtime rate. If an employee is required to work during the employee's meal period, with the approval of the employee's supervisor, and if no alternate meal period is taken, said time shall be compensated at the applicable overtime hourly rate of pay if the time worked exceeds that of the employee's normal schedule/shift.

Overtime shall be either paid to the employee or compensated with compensatory time off (CTO), at the discretion of the employee.

2. Call Back- Employees called back into work without prior notice and after they have left the assigned work area for the day, shall receive pay for a minimum of two (2) hours at the applicable overtime rate commencing from the time the employee receives the call and ending when the employee returns home, except that the employee shall be paid for a maximum of one-half (1/2) hour of travel time each way, unless such call-in precedes an employee's scheduled shift.

This same guarantee of a minimum of two (2) hours at the overtime rate shall also apply to the situation of "extended workdays" whereby an employee is assigned to work overtime for more than thirty (30) minutes past their normal quitting time, and at least four (4) hours prior notice has not been given the employee by the City. This section of the Agreement must be evenly applied to all employees when operational needs permit.

Employees receiving stand-by pay and who perform any work duties during that day, convert from stand-by pay to call back time for the time worked or the minimum call-back, whichever is longer.

3. Telephone Calls- Employees who are called at home to assist with City work that must be accomplished, but are not called to a worksite, shall receive a minimum of fifteen (15) minutes of pay for each such call.

Calls such as attempts to locate the employee or provide information on changes in work schedules are not compensable for the purpose of this provision.

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.

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. Employees will be eligible to cash out twenty (20) hours of vacation time annually.

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.

3. Penalty for Sick Leave Abuse

When in the judgment of the Personnel Officer, the employee's reasons for being absent because of alleged sickness are inadequate, he/she shall indicate on the payroll time report that the absence was without leave and without pay.

In addition, the Personnel Officer may impose such disciplinary action as in his/her discretion seems warranted, following procedures set forth in these Personnel Rules.

4. Sick Leave and Temporary Disability

A City employee who is entitled to temporary disability indemnity under the State Labor Code may elect to take that number of hours or portions of hours of his/her accumulated sick leave, or his/her accumulated vacation, as when added to the disability indemnity will result in a payment to the employee of his/her full salary.

When accumulated sick leave, or vacation, or both, are exhausted, the employee is still entitled to receive disability indemnity.

5. Sick Leave for Dependent Care

A regular employee may use a maximum of three (3) days of sick leave per fiscal year for the care of relatives who are ill, injured or pregnant and who are living in the employee's household.

6. Illness While on Vacation

An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave instead of to vacation, provided that:

- a. Immediately upon return to duty, the employee submits to the Personnel Officer a written request for sick leave and a written statement is signed by the employee's physician stating the nature and dates of the illness;
- b. The Personnel Officer approves the granting of such sick leave.

7. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be counted as a day of sick leave.

8. Payment for Unused Sick Leave

Upon death, retirement for disability or for service or layoff, but not if dismissed or terminated for cause, each employee will receive payment for unused accumulated sick leave, at his/her final rate of pay as follows:

| Years of Service | Percentage of Unused Sick Leave Paid |
|------------------|--------------------------------------|
| After 1 year | 5% |
| After 2 years | 10% |

| | |
|----------------|-----|
| After 3 years | 15% |
| After 4 years | 20% |
| After 5 years | 25% |
| After 10 years | 35% |

But in no event shall the total amount of this payment exceed \$2,500. This payment shall be in a lump sum in the employee's final payroll check.

C. MATERNITY LEAVE

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to four (4) months.

1. Notice and Certification Requirements

- a. Requests for pregnancy disability leave should be submitted in writing as soon as the employee determines with reasonable certainty the date and intended duration of the pregnancy disability leave. Pregnancy disability leave must be approved by the Personnel Officer before the leave begins.

The request must be supported by a written certification from the attending physician stating that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work.

- b. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the Personnel Officer prior to being taken. Requests for an extension of leave must be submitted in writing to the Personnel Officer prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition.

2. Compensation During Leave

Pregnancy disability leaves are without pay. However, the employee may first use accrued sick leave, vacation leave, and then any other accrued paid time off during the leave.

3. Benefits During Leave

- a. An employee on pregnancy disability leave may receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-duty, if: 1) the employee is eligible for concurrent family and medical care leave; and 2) the employee has

not already exhausted this twelve (12) week group health insurance coverage benefit in the current family and medical care leave eligibility period.

The City may recover premiums it paid to maintain health coverage, as provided by the family and medical leave laws, if an employee does not return to work following pregnancy disability leave.

- b. An employee on pregnancy disability leave who is not eligible to receive group health insurance coverage as described above may receive health insurance coverage in conjunction with COBRA guidelines by making monthly premium payments to the City. The City will not pay for fringe benefits for employees during Pregnancy Disability Leave.
- c. Sick and Vacation Leave Accrual: Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.

4. Reinstatement

- a. Upon the expiration of pregnancy leave and the City's receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave.
- b. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position, provided that such a comparable position is available.
- c. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.
- d. An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

D. LEAVE OF ABSENCE WITHOUT PAY

An employee may request a leave of absence without pay which will be reviewed by the City Manager on a case by case basis.

E. HOLIDAYS

The following holidays are recognized as paid holidays for all employees:

January 1 – New Years' Day

Third Monday in January – Martin Luther King Jr. Day

Third Monday in February – Washington's Birthday

Good Friday
March 31 – Cesar Chavez Day
Fourth Monday in May – Memorial Day
July 4 – Independence Day
First Monday in September – Labor Day
November 11 – Veteran’s Day
Fourth Thursday in November – Thanksgiving Day
Fourth Friday in November – Day after Thanksgiving
December 24 (1/2 day) – Christmas Eve
December 25 – Christmas Day
December 31 (1/2 day) – New Years’ Eve

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day named. When a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day named. When a holiday falls on a scheduled vacation day the employee shall not be charged the vacation day. If an employee is required to work on a holiday, the employee will be compensated at time and one half. Any employee who works on a shift basis and whose regular schedule requires him/her to work on a holiday, shall be paid at the rate of time-and one-half the hourly equivalent of his/her salary at the discretion of the Department Head.

F. BEREAVEMENT LEAVE

An employee shall be allowed up to three (3) days of City paid leave for bereavement based on the death of an employee’s spouse, parent, child, brother sister, father-in-law, mother-in-law, grand-parents, or any relative residing in the employee’s household. Requests for bereavement leave in excess of three (3) days for this purpose shall be subject to approval of the City Manager and will be charged to accumulated sick leave. If attendance at a service requires travel of five hundred (500) miles or more, an employee may be allowed to use two (2) days of sick leave, for a total absence of five (5) days.

G. JURY DUTY

An employee required to report for jury duty shall be granted a leave of absence with pay from his/her assigned duties while attending court, including travel time. If the employee is on jury duty, but is not required to attend court on a regularly scheduled workday for that employee, the employee will work on that day.

All fees received by the employee for jury duty, other than mileage or subsistence allowance will be remitted to the City within thirty (30) days of receipt of the fees.

If an employee who is called for jury duty works a schedule other than a normal day schedule (swing shift, night shift or weekends), the employee’s regular work schedule for the period of jury duty will be changed to a Monday through Friday day shift schedule. In order for this schedule change to occur, the employee must notify the supervisor of

their schedule for jury duty within one (1) scheduled work day after receiving notice from the Court.

ARTICLE 11 CERTIFICATIONS AND PAY ALLOWANCES

A. DISTRIBUTION AND TREATMENT OPERATORS CERTIFICATE INCENTIVE

Employees in classifications for which possession of a State of California issued Water Distribution Operator Certificate, Water Treatment Operator Certificate, Wastewater Treatment Plant Operator Certificate shall receive additional compensation in the for of pay in the following manner:

Upon presentation by employee of a Certificate as described above, the employee shall be entitled to incentive pay which shall be in addition to the regular base salary of the employee. The amount of incentive pay shall be determined and established by the Department Head and City Manager. Incentive pay shall be awarded in two and one half percent (2.5%) increments in addition to the regular base salary of the employee. Maximum incentive pay for any one employee for all certifications shall not exceed five percent (5%). Employees shall maintain current certifications during the course of employment in order to continue to receive incentive pay. Incentive pay shall cease whenever a certification is no longer valid.

The City agrees to pay, on an annual basis, up to one hundred fifty dollars (\$150) of the employee's cost of maintaining current certifications. The employee shall be responsible for any amount over one hundred fifty (\$150) dollars.

B. CERTIFICATION INCENTIVE PROGRAM

1. Unit members shall be eligible for a minimum of a two and one half percent (2.5%) to a five percent (5%) salary increase, not to exceed five percent (5%) of base pay, with approval of the City Manager, for completion of a certificate program at a community college or four year college institution; or for any certification above the minimum required in the job description which improves job skills, knowledge and general upgrading of the position. Unit members shall obtain prior written approval of all such programs from the Department Director or City Manager. Employees will not be entitled to more than a 5% salary increase, even if multiple certificates are obtained.
2. Definitions: For the purpose of this Section, the term "certification" means a diploma or other document (certificate) issued by an agency acceptable to the City Manager stating that the person to whom the certificate was issued has

successfully completed the course of study and has demonstrated the knowledge and skills necessary to perform the work described in the certificate.

3. Employees that have received the Animal Control Certification will be entitled to a two and one half percent (2.5%) salary increase, only if said employee is not already receiving the full five percent (5%) certificate

C. UNIFORM ALLOWANCE

a. Uniform Allowance

Each employee in the Public Works Department shall be eligible to receive new uniforms and one safety jacket annually purchased by the City of Orange Cove, in an amount not to exceed 400. . Employees hired prior to January 1, 2014, will have the amount received reported to CalPERS.

b. Safety Equipment Allowance

Each employee in the Public Works Department shall be eligible for an allowance of \$350 per year for required safety footwear as a safety equipment allowance. Safety footwear is required. The \$350 allowance will be paid directly to the vendor.

**ARTICLE 12
JOB DESCRIPTIONS**

A. NEW OR REVISED JOB DESCRIPTIONS

It is recognized that the establishment of new or revised job classifications within the Unit covered by this Agreement may be warranted because of changes in job content or services offered by the City. Under such circumstances, the City shall prepare and submit to the Union the proposed descriptions and proposed appropriate rate ranges for such job classifications as will have been determined to be within the Unit covered by this Agreement. Upon request of the Union and where legally required, the Union and the City will meet and confer over the job descriptions and/or proposed salary changes.

ARTICLE 13 SAFETY

A. COOPERATION

The City and the Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazards and insure safe working conditions at all times. No employees will be required to perform any work or take any undue risk in the performance of his/her work under conditions that are dangerous to life or limb, or are injurious to his/her health or that of other employees or the public, or which do not meet the requirements of the applicable laws of the Federal Government or State of California.

ARTICLE 14 CONTRACTING OUT

A. CONTRACTING OUT

The City shall not contract out for goods and services performed by bargaining unit employees during the term of this MOU.

ARTICLE 15 OUT OF CLASSIFICATION PAY

A. OUT OF CLASSIFICATION PAY

An employee is temporarily working out of class when he/she spends a majority of their work time in any one day performing the duties, as outlined in the attached job descriptions, of a higher level classification. When an employee is performing those duties, for one full day or more, he/she will be paid out of class pay at the salary the employee would receive if promoted into that classification.

When such a temporary assignment to a higher classification is to be filled by an employee, the City shall, whenever practicable, distribute such temporary assignments evenly among available qualified employees at the work location.

The City recognizes that temporary work in a higher classification shall not be used as a device for circumventing career civil service positions.

ARTICLE 16 LAYOFF

A. STATEMENT OF INTENT

Whenever, in the judgment of the City Council, it becomes necessary to abolish any position of employment in the competitive service in the interest of economy or because the necessity for a position no longer exists, the employee holding such position of employment may be laid off or demoted in lieu of layoff without taking disciplinary action and without the right of appeal.

B. NOTIFICATION

Any employee who is to be laid off shall be given, whenever possible, at least 14 calendar days prior notice.

C. VACANCY AND DEMOTION IN LIEU OF LAYOFF

Except as otherwise provided, whenever there is a reduction in the workforce, the Personnel Officer shall first demote the affected employee to a vacancy, if any, in a lower class for which the employee who is the latest to be laid off in accordance with subsection 12.07 of the City of Orange Cove Personnel Rules and is qualified. All persons so demoted shall have their names placed on the Re-employment List.

D. EMPLOYEE RIGHTS

An employee affected by layoff shall have the right to displace an employee in the same department who has less seniority in a lower class in the same class series or in a lower class in which the affected employee once had permanent status. For the purpose of this section and subsection 12.05 of the City of Orange Cove Personnel Rules, seniority includes all periods of full-time service at or above the class level where layoff is to occur.

E. SENIORITY

In order to retreat to a former or lower class, an employee must have more seniority than at least one of the incumbents in the retreat class and request displacement action in writing to the Personnel Officer within five (5) working days of receipt of notice of layoff.

Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.

Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in

the class or a class in the class series.

F. ORDER OF LAYOFF

The order of layoff of employees shall be established by the Personnel Officer on the recommendation of the Department Head involved. The Department Head shall take into consideration length of service of employees in preparing a recommended layoff list; provided however, that no regular or probationary employee shall be laid off from his/her position in any department while any emergency, temporary or provisional employee is serving in the same class in that department. In each class, employees shall be laid off according to employment status in the following order: emergency, temporary, provisional, probationary, and regular.

1. Emergency, Temporary, Provisional and Probationary Employees

Except as otherwise provided herein, emergency, temporary, provisional, and probationary employees shall be laid off according to the needs of the City as determined by the Personnel Officer.

2. Regular Employees

In any case where there are two or more regular employees in the class from which the layoff is to be made, such employees shall be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least 30 days and no more than 12 months prior to layoff as follows:

- First, all employees having ratings of "required improvement,"
- Second, all employees having ratings of "effective - meets standard,"
- Third all employees having ratings of "exceeds standards."

Employees within each category shall be laid off in inverse order of seniority in City service.

G. RE-EMPLOYMENT LIST

The names of persons laid off or demoted in lieu of layoff in accordance with these Personnel Rules shall be placed upon a Re-employment List. Except as otherwise provided in these Personnel Rules or the Personnel Ordinance, Re-employment Lists from different departments or made at different times for the same class shall be combined into a single list. Such list shall be used by the Personnel Officer when a vacancy arises in the same or lower class before certification is made from an Eligibility List.

H. DURATION OF RE-EMPLOYMENT LIST

Names of persons laid off shall be carried on a re-employment list for one year, except that persons appointed to permanent positions of the same level as those which were laid off, shall, upon such appointment, be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall remain on the list for the higher position for

one year.

I. RE-EMPLOYMENT OF REGULAR AND PROBATIONARY EMPLOYEES

The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon Re-employment Lists for one (1) year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made.

Persons whose names are placed on Re-employment Lists in accordance with this subsection, and who are re-employed within the prescribed period, shall be regarded as having been on leave of absence during this period of absence and entitled to all benefits accruing from such leave.

J. SENIORITY LISTS

A seniority list of represented employees shall be made available to the Union on the first working day in September of each year, and after review with the Union, said list shall be posted by each Department and copies made available for ready inspection.

The City shall immediately after effecting a layoff provide the Union a list of those employees who have been laid off, with their seniority status. Said list shall be known as Recall List and shall be updated as necessary.

**ARTICLE 17
SAVINGS CLAUSE**

A. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any decree of a court of competent jurisdiction or by the reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 18
TERM OF AGREEMENT**

A. TERM

This Agreement commences July 1, 2023 and shall remain in effect up through and including June 30, 2024.

DATED:

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 39, AFL-CIO

CITY OF ORANGE COVE

BY: _____
BART FLORENCE
BUSINESS MANAGER-SECRETARY

BY: _____
DANIEL PARRA
INTERIM CITY MANAGER

STAHLY ROBERT ALDRICH
PRESIDENT

DIANNA GUERRA-SILVA
MAYOR

STEVE CROUCH
DIRECTOR OF PUBLIC EMPLOYEES

MARINA MAGDALENO
BUSINESS REPRESENTATIVE

DAVID LOPEZ
NEGOTIATING COMMITTEE

JUAN RIVERA
NEGOTIATING COMMITTEE




7.b.

Meeting Date: September 13, 2023

Agenda Item:

City Council Meeting

REPORT TO: Orange Cove City Council

REPORT FROM: Shun Patlan, Planner 

AGENDA ITEM: Update Report

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

Martinez Tract Map

The Martinez Tract homes have all been completed and finalized as of mid-August. A final inspection was conducted on August 18, 2023 for the off-site improvements and a preliminary punch list was prepared for items remaining to be completed on the off-site improvements.

Macias Tract Map

On August 30, 2023 staff, city engineer and the Yanez team met to discuss a discrepancy on the improvement plans for the Macias Tract. The outcome of the meeting was successful and the city engineer and the project engineer resolved the issue(s) regarding the elevations involving the sewer line. The revised improvements plans and the final map are scheduled to be submitted by September 13, 2023 for final review/approval. Grading continues on the interior of the property.

Blossom Heights Apartments

On July 19, 2023 staff emailed Mr. Young all the required land entitlement applications for the project affordable apartment project at the Industrial Park. Staff are awaiting the application(s) submittal shortly.

Industrial 6.5-Acre Property(Universal Properties)

On August 18, 2023 staff met with Mr. Singh and his partners/investors involved in the proposed apartment project at the Industrial Park. On August 21, 2023 staff emailed all the required land entitlement applications required for submittal. The inventor(s) own the Lifestyle Solar company.

Commercial 8-acre Property

On August 29, 2023 staff met with Mr. Singh and his team to review some proposed conditions on the proposed tentative parcel map. The tentative map is on the 3rd plan check review. There were several concerns by the applicant in which the main concern was the condition to dedicate 38-feet of right of way on the north property line. Normally the developer would be required only to dedicate half the right-of-way or 19-feet. The reason the city is requiring the extra 19-feet is to accommodate a road wide enough to access the new Sequia Park to the west of the project. The developer understood and will be revising the tentative parcel map for map review/approval within a week or so.

Lara Project

On August 31, 2023 Mr. Lara submitted a site plan and application for the proposed Tire Shop at the Industrial Park. However, Mr. Lara did not submit the required fee for processing. Staff notified Mr. Lara regarding the fee and he will be making some revision on the site plan and will submit the revised plan and fees when they are ready to go.

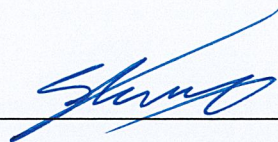
City Housing Element

On August 21, 2023 the COG Consultant completed the Orange cove Draft Housing element and posted it for review on August 22, 2023. The comment period is for 30-days ending September 21, 2023. Staff posted the draft Housing Element was posted on the city web page and was sent to all stakeholders as required. After any comments are received and addressed, the draft will be submitted to HCD for a 60-day review for comments.

Code Enforcement Matters

1. **203 Park Avenue** –Property owner has been provided the required notices to demolish and clear the property from the current public nuisance status. The property owner has failed to comply.
2. **433 Center Street** – Property owner also has been provided the required notices to demolish the existing and outdated framed single-family structure. The property owner has failed to comply.

The cases were forwarded to the city attorney for processing and to obtain the abatement warrant(s) to authorize abatement by a contractor. Staff has received two preliminary bids for each property.

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: _____

Shun

From: Heidi Gen Kuong <Heidi.GenKuong@ascent.inc>
Sent: Tuesday, August 22, 2023 5:28 PM
To: Shun; tristan@weplancities.com
Cc: Chelsey Payne
Subject: Orange Cove Housing Element: Public Review Draft Released and Next Steps
Attachments: FCOG Outreach List_EmailAddresses_Readytosend_8_7_23.docx

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Shun,

I'm happy to report that the Public Review Draft Housing Element is done and has been posted on the FCOG website. The comment period for the Public Review Draft is 30-days, starting today (August 22) and ending on September 21. See below for more information and where we need your help.

Housing Element Links:

- The FCOG homepage with links to all of the housing elements (and regional chapters) can be found here: [Housing Elements - Fresno COG Multi-Jurisdictional Housing Element \(fresnomjhe.com\)](https://fresnomjhe.com/),
- The Public Review Draft Housing Element for Orange Cove can be found here: fresnomjhe.com/wp-content/uploads/2023/08/A1J_OrangeCove_HousingElement_Aug2023.pdf

Next Steps: Now that the document is public, we need you to do the following:

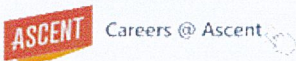
1. **Notice the Release of Public Review Draft (Mandatory):**
 - **Send an Email to Interested stakeholders:** We need you to notify the community/public/stakeholders now that the Public Review Draft has been released. This is required and HCD will ask if this has been done. PlaceWorks has put together a list of stakeholders (see attached) that you can use or add to. We suggest you send an email noting the release of the document (with links to the document), the 30-day public comment period (Aug. 22 to Sept. 21), and a name/email to send comments to.
2. **Post document on the City's website (Optional):** If possible, it would be good to post the Public Review Draft on the City's website. Maybe on the Building Engineering forms page? (<https://cityoforange Cove.com/building-engineering-forms/>.) You can always use the link to the document on the FCOG website if you don't want to upload the document to your website.

Let us know if you have any questions. Happy to chat through this with you if that's helpful.

Thanks!

Heidi

Heidi Gen Kuong, AICP
Urban Planner/Project Manager
Senior Associate
Pronouns: she/her/hers
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heidi.genkuong@ascent.inc



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ORANGE COVE POLICE DEPARTMENT

AUGUST 2023 MONTHLY STATISTICS

CHIEF OF POLICE - JAVIER PEÑA



PART 1 CRIMES

| | JULY | AUG | % | YTD | YTD |
|----------------------------|----------|----------|-------------|-----------|-----------|
| | 2023 | 2023 | Change | 2022 | 2023 |
| Homicide | 0 | 0 | 0% | 2 | 1 |
| Rape | 0 | 0 | 0% | 0 | 0 |
| Attempted Murder | 0 | 0 | 0% | 2 | 1 |
| Robbery | 0 | 0 | 0% | 3 | 3 |
| Assault | 1 | 1 | 0% | 7 | 7 |
| Burglary | 3 | 0 | -100% | 15 | 15 |
| Grand Theft Auto | 3 | 3 | 33% | 18 | 16 |
| Total Part 1 Crimes | 7 | 5 | -29% | 47 | 44 |

| | JULY | AUG | % | YTD | YTD |
|----------------------------|----------|----------|-------------|-----------|-----------|
| | 2023 | 2023 | Change | 2022 | 2023 |
| Sex Crimes | 1 | 2 | 100% | 10 | 5 |
| Narcotics | 4 | 1 | -75% | 24 | 10 |
| Child Abuse | 1 | 1 | 0% | 4 | 6 |
| Total Part 2 Crimes | 6 | 4 | -33% | 38 | 20 |

| | JULY | AUG | % | YTD | YTD |
|--------------------------|------|------|--------|------|------|
| | 2023 | 2023 | Change | 2022 | 2023 |
| Total Traffic Collisions | 2 | 6 | 200% | 34 | 30 |
| Fatalities | 0 | 0 | 0% | 0 | 0 |
| Injury | 0 | 0 | 0% | 4 | 2 |
| Non Injury | 1 | 2 | 100% | 20 | 14 |
| Hit & Run | 1 | 4 | 300% | 10 | 14 |

| | JULY | AUG | % | YTD | YTD |
|------------------------------|------|------|--------|------|------|
| | 2023 | 2023 | Change | 2022 | 2023 |
| Total Traffic Citations | 25 | 17 | -32% | 167 | 171 |
| Total Vehicle Stops | 88 | 100 | 14% | 838 | 794 |
| Seatbelt Violations | 0 | 0 | 0% | 3 | 3 |
| Unsafe Speed Violations | 1 | 0 | -100% | 9 | 7 |
| Fail To Obey Stop Sign/Light | 2 | 5 | 150% | 24 | 38 |
| Driving Under the Influence | 1 | 2 | 100% | 11 | 12 |
| Gang Arrests - Felony | 0 | 0 | 0% | 0 | 1 |
| Gang Arrests - Misdemeanor | 0 | 0 | 0% | 0 | 0 |
| Gang Field Interview Cards | 1 | 0 | -100% | 16 | 5 |
| Juvenile Detentions/Arrests | 0 | 1 | 100% | 6 | 3 |
| Adult Arrests | 9 | 8 | -11% | 105 | 61 |

| | | JULY | AUG | % | YTD | YTD |
|--|-----------------------------|------|------|--------|------|------|
| | | 2023 | 2023 | Change | 2022 | 2023 |
| | 5150 | 8 | 8 | 0% | 53 | 87 |
| | Agency Assist | 9 | 10 | 11% | 55 | 57 |
| | Battery | 4 | 1 | -75% | 8 | 10 |
| | Evading/Obstructing Officer | 1 | 3 | 200% | 9 | 18 |
| | Fraud | 3 | 0 | -100% | 4 | 16 |
| | Identity Theft | 1 | 0 | -100% | 0 | 3 |
| | Spousal Abuse | 6 | 6 | 0% | 37 | 39 |
| | Graffiti/Vandalism | 4 | 5 | 25% | 29 | 34 |
| | Veh. Burglaries | 1 | 0 | -100% | 2 | 9 |
| | General Incidents | 27 | 27 | 0% | 114 | 165 |
| | Weapons Confiscated | 3 | 2 | -33% | 12 | 13 |
| | Petty Theft | 3 | 3 | 0% | 18 | 28 |
| | Public Intoxication | 5 | 2 | -60% | 10 | 12 |
| | Suspended License | 2 | 1 | -50% | 10 | 13 |
| | Unlicensed Drivers | 8 | 10 | 25% | 48 | 68 |
| | Vehicles Towed | 9 | 8 | -11% | 72 | 46 |
| | Vehicles Released | 5 | 5 | 0% | 35 | 25 |
| | Case Number Drawn | 146 | 120 | -18% | 942 | 930 |
| | | | | | | |
| | | | | | | |
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