

AGENDA JOINT MEETING OF ORANGE COVE CITY COUNCIL AND SUCCESSOR AGENCY REGULAR MEETING Wednesday, January 24, 2024 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. PRESENTATIONS

Presentation of New Police Officer

4. 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).

4.a.	Minutes of the December 13, 2023 Regular Council Meeting	Cisneros
4.b.	Minutes of the December 13, 2023 Special Council Meeting	Cisneros
4.c.	Warrant Register for December, 2023	Jimenez

- 4.d. Consideration and necessary action on Resolution No. 2024-01. Patlan A Resolution of the City Council of the City of Orange Cove, California, approving the One-Year Extension for the Blossom Estates Vesting Tentative Tract Map No. 6355 for a 156-lot Subdivision located on the approximately 450 feet south of South Avenue between Anchor Avenue and Orange Street
- 4.e. Consideration and necessary action on Resolution

 No. SA 2024-01 A Resolution of the Board of Directors of the

 Orange Cove Successor Agency recognizes Obligation

 Payment Schedule 24-25 for July 1, 2024, through June 30, 2025,

 period and Administrative Budget for Fiscal Year 2024-25 and to

 Adopt Resolution No. SA 2024-01 Approving the Successor

 Agency's Recognized Obligation Payment Schedule and

 Administrative Budget for Fiscal Year 2024-25

5. REGULAR BUSINESS

5.a. <u>SUBJECT</u>: Consideration and necessary action on Agreement Crouch between the City of Orange Cove and Target Eight Advisory Council Inc. relating to Child Development Services under the California Department of Education California State Preschool Program and Facilities Use and Maintenance Agreement between the City of Orange Cove and Target 8 Advisory Council, Inc.

RECOMMENDATION: Approve Agreement between the City of Orange Cove and Target Eight Advisory Council Inc. relating to Child Development Services under the California Department of Education California State Preschool Program and Facilities Use and Maintenance Agreement between the City of Orange Cove and Target 8 Advisory Council. Inc.

6. PUBLIC HEARING

None scheduled

7. ADMINISTRATION

7.a. Public Works Director & City Engineer

Dominguez

SUBJECT: Department Report by Assistant City Manager/ Public Works Director Dario Dominguez **RECOMMENDATION**: *Informational Only*

7.b. Building & Planning Department

Patlan

SUBJECT: Department Report by Building & Planning

Director Encarnacion "Shun" Patlan

RECOMMENDATION: Informational Only

7.c. Police Department

Peña

SUBJECT: Department Report by Police Chief Javier Peña

RECOMMENDATION: Informational Only

7.d. Orange Cove Fire Protection District

Greenwood

SUBJECT: Department Report by Fire Chief Tom Greenwood

RECOMMENDATION: Informational 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 matter:

12.a. Public Employment

Public Employment (§ 54957) Title: Grant Assistant

12.b. Negotiations

Conference with Labor Negotiators (§54957.6)
Agency designated representatives: Daniel Parra, City Manager
Employee organization: Orange Cove Police Officers Association

12.c. Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to § 54956.9(b): 1 case

13. ADJOURNMENT

<u>ADA Notice</u>: 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 cityoforangecove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

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

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

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

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

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

4. a.

MINUTES CITY OF ORANGE COVE REGULAR CITY COUNCIL MEETING DECEMBER 13, 2023

A meeting of the Orange Cove City Council was called to order at 6:30 p.m. in the Council Chambers. Councilmembers answering roll call were, Vacio, Rodriguez, Cervantes, Mayor Pro Tem Garcia, and Mayor Silva. Also present were City Manager Parra, Assistant City Manager/Director of Public Works Director Dominguez, City Attorney Crouch, Police Chief Pena and City Clerk Cisneros.

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

<u>CONFIRMATION OF AGENDA</u>: City Manager Parra reported that Assistant Finance Director, Danny Jimenez, was not attending the meeting due to illness. For that reason, City Manager Parra would be speaking on his behalf under Regular Business, agenda item 5a. City Manager Parra also reported to Council that Attorney Crouch would speak under Regular Business, agenda item 5b.

PRESENTATIONS: Joaquin Arambula appeared before Council to present a representative check for \$2,000,000 for the COPS grant.

<u>CEREMONIAL PRESENTATIONS</u>: Mayor Guerra-Silva presented Ms. Doerksen from Orange Cove High School a Proclamation thanking Orange Cove High School for allowing the City of Orange Cove to hold the Annual Community Thanksgiving Dinner in the school gymnasium. And also thanked the kitchen service staff for cooking the delicious meal.

<u>CONSENT CALENDAR</u>: Motion to approve the Consent Calendar was made by Mayor Pro Tem Garcia and seconded by Councilmember Cervantes. Motion carried with the following vote:

AYES: 5 COUNCIL MEMBERS: Garcia, Cervantes, Rodriguez, Vacio, Silva

NOES: 0 COUNCIL MEMBERS: None ABSTAIN: 0 COUNCIL MEMBERS: None ABSENT: 0 COUNCIL MEMBERS: None

- a. Minutes of the November 08, 2023 Special Council Meeting approved as written.
- b. Minutes of the November 08, 2023 Regular Council Meeting approved as written.
- c. Minutes of the November 09, 2023 Special Council Meeting approved as written.
- d. Minutes of the November 20, 2023 Special Council Meeting approved as written.

- e. Resolution NO 2023-53, A Resolution of the City Council of the City of Orange Cove, California, approving the real property purchase and sale agreement and, escrow instructions and a deed of trust and authorizing the City Manager to Executive the Agreement (s) and related documents)
- f. Resolution NO 2023-54, A Resolution of the City Council of the City of Orange Cove authorizing final acceptance and notice of completion for Martinez Tract No. 6365

CONSIDERATION AND NECESSARY ACTION ON EXECUTION OF THE CONTRACT DOCUMENTS WITH THE DEPARTMENT OF EDUCATION FOR TH EPURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES FOR FY 2023-24:

City Manager Parra presented to Council the consideration and necessary action on Resolution No. 2023-55, authorizing Execution of the Contract Documents with the Department of Education for the Purpose of Providing Child Care and Development Services for FY 2023-24.

Motion was made by Councilmember Rodriguez, was made by Board member Rodriguez and seconded by Councilmember Cervantes. Motion carried with the following vote:

AYES: 5 BOARD MEMBERS: Rodriguez, Cervantes, Vacio, Cervantes, Silva

NOES: 0 BOARD MEMBERS: None ABSTAIN: 0 BOARD MEMBERS: None ABSENT: 0 BOARD MEMBERS: None

CONSIDERATION AND NECESSARY ACTION ON THE AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND TARGET EIGHT ADVISORY COUNCIL INC. RELATING TO CHILD DEVELOPMENT SERVICES UNDER THE CALIFORNIA DEPARTMENT OF EDUCATION CALIFORNIA STATE PRESCHOOL PROGRAM AND FACILITIES USE AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND TARGET 8 ADVISORYCOUNCIL, INC.

City Attorney Crouch presented to Council the consideration and necessary action on the agreement between the City of Orange Cove and Target Eight Advisory Council, Inc. relating to Child Development Services. Mayor Pro-Tem Garcia questioned this item, as he has received complaints from parents regarding the Julia Lopez Day Care Center. City Manager Parra can setup a meeting to discuss the concerns Mayor Pro-Tem Garcia has. This item will be brought back to the January Council meeting. No action was taken at this time.

DEPARTMENT REPORT BY ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR: Assistant City Manager/Public Works Director Dario Dominguez stepped to the podium and reported on the slide for Eaton park had to be returned. Sheridan park, still working on the right of way issue. New test well site has been surveyed. The canal will be shut-off until 1/28/24, water quality is good. Waste water almost done. Working with the City Engineer to get repairs made

on levy. FEMA funds \$2,000,000 and mitigation is another \$2,000,000 plus. Speed bumps are here. Department doing pot hole work before the storms come in next week.

<u>DEPARTMENT REPORT BY POLICE CHIEF</u>: Police Chief Pena said they are going in the right direction and reviewed the November 2023 stats. There is a Christian church that donated to the Police Department 12 refurbished bikes for Christmas. If anyone knows of someone who can be a recipient of one, please let them know.

<u>UPDATE FROM ORANGE COVE FIRE PROTECTION DISTRICT</u>: Fire Chief Tom Greenwood stepped forward and presented his departments' current status. He also asked the Council to consider donating the Bell-Carter Land to the Fire Protection District and also mentioned a recent lost of a previous member of the Fire Department.

<u>CITY MANAGER'S REPORT</u>: City Manager Parra reported there were 600 Thanksgiving Dinner meals served at the Annual Community Thanksgiving Dinner on November 20, 2023. The Christmas Tree Lighting on December 8, 2023 went well. The Annual Toy Drive Giveaway taking place this weekend.

<u>CITY COUNCIL COMMUNICATIONS</u>: Councilmember Vacio donated her time to sign up kids for the Toy Giveaway, 700 kids. Mayor Guerra-Silva reported The Thanksgiving dinner was excellent. that she will not be present at the Thanksgiving Dinner on November 20, 2023. Mayor Pro-Tem Garcia thanked the Orange Cove High School for allowing the city to use the gymnasium. He also mentioned the Tree Lighting ceremony was fun and the kids had a lot of fun on the train. He thanked Public Works for all their help.

ADJOURNMENT: There being no further business, the meeting was adjourned at 7:10 p.m.

Respectfully submitted,	
Cynthia Cisneros	Diana Guerra-Silva
City Clerk	Mayor

MINUTES CITY OF ORANGE COVE SPECIAL CITY COUNCIL MEETING DECEMBER 13, 2023

A Special Meeting of the Orange Cove City Council was called to order at 6:30 p.m. which ran concurrently with the Regular Council Meeting on this date and time, in the Council Chambers. Council Members answering roll call were Vacio, Rodriguez, Cervantes, Mayor Pro Tem Garcia, and Mayor Silva.

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

<u>CLOSED SESSION</u>: At 7:10 p.m. Mayor Silva recessed the meeting into closed session to conference with Legal Counsel-Existing Litigation (§ 54956.9). Name of Case: AM Consulting v City of Orange Cove . Also, conference with Real Property Negotiations (§ 54956.8) Property: APN 378-022-04 Agency Negotiation: Daniel Parra, City Manager, Negotiating Parties: Tom Greenwood. Under Negotiation: Price and terms of payment.

The meeting reconvened at 7:48 p.m. with nothing to declare in the open session of the meeting.

<u>ADJOURNMENT</u> : There being no further business, the me	eting was adjourned at 7:48 p.m.
Respectfully submitted,	

Cynthia Cisneros

City Clerk

Diana Guerra-Silva

Mayor

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Friday Cash Disbursement Detail Report Run By: Danny Jimenez Check Listing for 12-23 thru 12-23 Bank Account: 1010 PAGE: 001 ID #: PY-DF CTL: ORA

Check Number	Check Date	Vendor Number	Name	Amount	Invoice #	Description
050528	12/06/23		FIRSTNET - ATAT MOBILITY		2872	PD PHONES/MDTS
050529	12/06/23	CDWG1	CDW GOVERNMENT, INC	1535.37	MQ66519	CF33 KEYBOARDS
050530	12/06/23	COC12	CITY OF ORANGE COVE	357.99 414.68	GAR0052 GIR0001 JAI0003	SUBSISTENCE/WATER J.G. SUBSISTENCE/WATER A.G. SUBSISTENCE/WATER A.J.
			Check Total:	1176.27		
050531	12/06/23	COL03	COLLINS & SCHOETTLER		1460	PLANNING CONSULTANT - PARCEL MAP ZONING ORDINANCE - UPDATE
			Check Total:	6698.75		
050532	12/06/23	COOK1	COOK'S COMMUNICATION	21090.77		OUTFITTING UNIT 23-11 - NEW CAR OUTFITTING UNIT 23-13 - NEW CAR
			Check Total:	42031.54		
050533	12/06/23	CVI02	VAST NETWORKS	5102.97	49649	PHONE SERVICE - COMMUNICATION
050534	12/06/23	DAP01	DODSON AUTO PARTS	154.28 48.25 9.70 312.15 59.37 97.16 25.88	52709 52744 52760 52782 52783 52784 52796	REPLACEMENT FILTER ANTI-FREEZE VEHICLE #113 SQUEEZY AIR FILTER, OIL FILTER & OIL #203 KOROF FUEL PRIMGUARD FLUID LEATHER CLEANER TOWLES
			Check Total	706.79		
050535	12/06/23	DHM01	D H MACHINE INC.	1209.95	49889	REPAIR BARGE FOR WWTP
050536	12/06/23	FMAAA	FRESNO-MADERA AREA AGENCY	46.88	002638	SITE SUPPLIES
050537	12/06/23	F0002	FOOTHILL AUTO TRUCK & AG	34.38 293.16 6.47 6.37 8.38 86.69 46.84 38.81 10.78 52.88 9.22	933280 933348 933798 933649 934727 934728 934729 934771 934931 934932	MISC. TOOLS & DELO 400 15W40 GAL BATTERY - VEHICLE 201 FREMIOM STARTING FLUID SCREWS & NUTS WIRE ROPE CLIP - CHRISTMAS TREE 2.5 DEF - WWIF FROPAME FUEL - MANLIET SHOP WORK BARS - CHRISTMAS TREE ENCORE 5 GAL BUCKET 2.5 DEF & NITRIL GLOVES GIANT FUNNEL

REPORT: Jan 19 24 Friday GLTY OF GRANGE COVE Cash Disbursement Detail Report Run By: Danny Jimenez Check Listing for 12-23 thru 12-23 Bank Account: 1010

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Check Number	Check Date	Vendor Number		Net Amount		Description
050537	12/06/23		FOOTHILL AUTO TRUCK & AG	20.90	934972	LAP DISC, GRINDING WHEEL & CUT OFF WHEEL
			Check Total	506.80		
050538	12/06/23	G&A01	GIERSCH & ASSOCIATES INC.	95.00 700.00 700.00 5172.62 2175.00 95.00 95.00 380.00 6988.53 846.00	3527 3529 3533 3531 3532 3533 3534 3535 3536 3537 3538	GENERAL ENG. SERVICES TRACT 6289 MACIAS TPM SINGH PARK BLVD PROJECT SHERIDAN PARK PROJECT EATON PARK PROJECT ATP SOUTH AVE ALLEY IMPROVEMENTS STREETS IN GENERAL MARTINEZ TRACT WASTEWATER PUMP PROJ. WATER DROUGHT GRANT
			Check Total:	17911.69		
050539	12/06/23	PBT01	POWER BUSINESS TECHNOLOGY	39.95	IN152976	FREIGHT FEE TONER FOR PRINTER AT CITY HALL
050540	12/06/23	PEA02	FORA OF CALIFORNIA	588.00	735979	LEGAL DEFENCE FUND - POA
050541	12/06/23	PGE01	PG & E	139.48 1361.16	290355794 669230371	SUBSITENCE/PG&E A.S. 2903557947-2 SUBSISTENCE/PG&E J.G. 6692303713-0
			Check Total:	1500.64		
050542	12/06/23	PRO21	PROFESSIONAL PRINT & MAIL	1498.17	118697	PRINTING - OCTOBER MONTHLY UTILITY BILL 2023
050543	12/06/23	PUG01	PUGA, JOSE	241.50	11/30/23	PER-DIEM SACRAMENTO COUNTY CLASS - SGI. FUGA
050544	12/06/23	PUR01	PITNEY BOWES BANK, INC. P	60.86	11/13/23	POSTAGE - CITY HALL ACCT. #8000-9000-0619-3662
050545	12/06/23	PVR01	PETER VIRAMONTES	920.00	9275748	TABLES & CHAIRS RENTAL - THANKSGIVING DINNER EVENT
050546	12/06/23	SELF1	SELF-HELP ENTERPRISES	38795.91 62805.62 1028.31	20 21	CDBG-CV2BA RESIDENTIAL ASSISTANCE 1/1/23-1/31/23 CDBG-CV2BA RESIDENTIAL ASSISTANCE 2/1/23-2/28/23 CDBG-CV2BA RESIDENTIAL ASSISTANCE 4/01/23-4/30/23
			Check Total:	102629.84		
050547	12/06/23	SHR02	SHRED-IT, C/O STERICYCLE,	40.00	005542093	PROFESSIONAL SERVS -SHREDDING CITY HALL 8005542093
050548	12/06/23	SM004	STRATHMORE MACHINERY, INC	359.63	57203	HUB PARTS - TRACTOR
050549	12/06/23	SOC22	SO CAL GAS	93.49	172314721	SUBSITENCE/GAS A.J. 17231472113

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Time: 09:17 Run By: Danny Jimenez CITY OF CRANGE COVE Cash Disbursement Detail Report Check Listing for 12-23 thru 12-23 Bank Account:: 1010

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Check Number	Check	Vendor Number	Name	Net Amount	Invoice #	Description
050549	12/06/23		SO CAL GAS	130.37	180714698	SUBSISTENCE/CAS M.G. 18071469862
			Check Total:	223.86		
050550	12/06/23	SOU20	SOUTH COVE APARTMENTS.	810.00	1.5	SUBSITENCE/RENT M.G. #15 MARIA GARCIA
050551	12/06/23	SUP03	SUPERIOR POOL PRODUCTS LL	2592.16	Q2025512	HYPOCHLORITE SOLUTIONS
050552	12/06/23	SWRCB	SWRCB	44554.00	0232871	ANNUAL PERMIT FEES - 7/1/23-6/30/24 # WD-0232871
050553	12/06/23	TIIO1	TELSTAR INSTRUMENTS INC	1981.41 1381.89		REPLACE NEW POWER SUPPLY FOR PLANT A LEVEL SENSOR
			Check Total:	3363.30		
050554	12/06/23	TIRE1	TIRE HUB, LLC	1171.10 2011.58	3742874 37427867	TIRES - PATROL FLEET TIRES - PATROL FLEET
			Check Total	3182.68		
050555	12/06/23	TLC01	TRAFFIC LOGIX CORPORATION	12628.76	SIN23032	SPEED BUMPS
050556	12/06/23	TS001	TONY SOSA DBA DJ TOEKNEE	300.00	120823	DJ ENTERTAINMENT - CHRISTMAS TREE LIGHTING
050557	12/06/23	UNITY	UNITY IT	1155.14 1118.80 3626.25	365883 365985 365986	COMMUNICATIONS MONTHLY SERVICE COMMUNICATIONS - MONTHLY SERVICES FEE COMMUNICATION - 11/01/23 - 11/30/23
			Check Total:	5900.19		
050558	12/08/23	EPE01	ELISSA'S PONY EXPRESS	675.00	2023-01	TRAIN RIDE SERVICE - CHRISTMAS TREE LIGHTING EVENT
050559	12/13/23	APV01	ARAMARK- ACCOUNTS RECEIVA	47.34 16.99 91.19 38.99 80.84 289.31 74.74		JANITORIAL SUPPLIES - COMMUNITY CNTR # 2580290263 JANITORIAL SUPPLIES - SENIOR CENTER #2580290264 UNIFORM WATER TREATMENT PLANT #2580290265 WORK UNIFORM FOR PWD #2580290266 WORK UNIFORM FOR WWTP #2580290267 JANITORIAL SUPPLIES - WTP #2580290273 JANITORIAL SUPPLIES - WWTP #2580290277 JANITORIAL SUPPLIES - CITY HALL #2580290280 JANITORIAL SUPPLIES - PWD # 2580290281
			Check Total:	812.80		
050560	12/13/23	BAC03	BRYANS AUTO CENTER	79.75	22050	SMOG INSPECTION - VIH #250
050561	12/13/23	BMI01	BADGER METER, INC	464.10	80144046	NETWORK SERVICE UNIT FIXED

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Time: 09:17 Run By: Danny Jimenez Check Listing for 12-23 thru 12-23 Bank Account: 1010

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Number	Check Date	Vendor Number		Net Amount	Invoice #	Description
050562	12/13/23	BSK01	BSK ASSOCIATES	778.00 2397.50		WATER TESTING WATER TESTING
			Check Total:	3175.50		
050563	12/13/23	CN002	ATAT - CALNET	423.58	70131	COUNTY INTERNET FSO COMPUTER #000020870131
050564	12/13/23	COC12	CITY OF GRANGE COVE	339.93 392.74	MAC0018 VIL0016	SUBSISTENCE/WATER E.V.
			Check Total:	732.67		
950565	12/13/23	CWS01	CORBIN WILLITS SYSTEM	1042.96	00C310151	PROFESSIONAL SERVICES RENDERS
050366	12/13/23	DLC01	DINUBA LUMBER CO	88.24 69.54		WINCH MATCHET - CHRISTMAS TREE CABLE TIES 4 MENDING BRACE - CHRISTMAS TREE
			Check Total	157.78		
050567	12/13/23	DPH02	DEPARTMENT OF PUBLIC HEAL	615.00	285606	LARGE HAZARDOUS MATERIALS RANDLES
050568	12/13/23	FGS01	FRUIT GROWERS SUPPLY CO	10.77 74.84 31.46 29.15 5.80	92424005 92424319 92424670 92424706 92424996	WORK GLOVES - WTP CHAIN FOR CHAINSAW TRASH HEACHER TOOL BATTERIES - WWTP RAT TRAP - WWTP
			Check Total:	152.02		
050569	12/13/23	F0002	FOOTHILL AUTO TRUCK & AG	23.73 31.30 32.37 34.54 37.41 2.90 524.74	934471 934524 934544 934855 934857 935122 935145	PREMBLUE 1 GAL 5 GAL DIESEL CAN ANTIFREEZE STRIPPER/CRIMPER - STREET LIGHTS PLIERS - STREET LIGHTS EUT OFF WHEEL GRINDER SATIESY 4 STRAPS
			Check Total	686.99		
050570	12/13/23	FWUA1	FRIANT WATER AUTHORITY	1672.00	116736	MONTHLY SHARE COSTS
050571	12/13/23	GRL01	LING SALINAS	2000.00	11/28/23	LIVE MUSIC PERFORMANCE - CHRISTMAS DINNER
050572	12/13/23	HER19	HERNANDEZ, YVONNE	500.00	00012	PHOTO BOOTH SERVICES 3HRS W/ATTENDEE CHRISTMAS DNN
050573	12/13/23	PGE01	PG 4 E	226.07 201.47	369229660 640062976	SUBSISTENCE/PG&E J.M. 3692296604-3 SUBSISTENCE/PG&E E.V. 6400629764-8

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Time: 09:17 Run By.: Danny Jimenez CITY OF GRANGE COVE Cash Disbursement Detail Report Check Listing for 12-23 thru 12-23 Bank Account: 1010

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Check Number	Check Date	Vendar Number	Name	Net Amount	Invoice #	Description
			Check Total:	427.54		
050574	12/13/23	QUI05	QUILL CORPORATION	448.81 22.23		OFFICE SUPPLIES - CITY HALL OFFICE SUPPLIES - CITY HALL
			Check Total:	471.04		
050575	12/13/23	SEB01	SEBASTIAN	1419.27	10776557	ALARM SERVICES - NOVEMBER AND DECEMBER 2023
050576	12/13/23	SSI02	SCOUT SPECIALTIES INDUSTR	476.28	171721	WIRE ROPE CLIPS, CABLES & PAINT - CHRISTMAS TREE
050577	12/13/23	SWRCB	SWRCB	3746.00	WD0233061	ANNUAL PERMIT FEES - BILLING FERIOD
050578	12/13/23	TIIO1	TELSTAR INSTRUMENTS INC	1926.00	119174	VEHICLE/TOOLS/TEST EQPT. USE
050579	12/13/23	UNITY	UNITY IT	3634.88	345884	COMMUNICATIONS
050580	12/13/23	USA01	USA BLUE BOOK	590.42	V00203754	HACH STABCAL FORMAZIN & CHLORINE # INV00203754
050581	12/13/23	VAL29	VALLE VERDE-1911	1842.00 -1842.00		SUBSISTENCE/RENT M.D. H4 Ck# 050581 Reversed
			Check Total:	.00		
050582	12/13/23	WEE01	W&E BLECTRIC	182.95 115.25	2311112 2311127	MIDGET TO FUSE - PARK BLVD TWIST LOCK PHOTO CELL - LIGHT POLLS
			Check Total:	298.20		
050583	12/15/23	PAR34	DANIEL T. PARRA	108.30	2-160-226 2-160-422 4-160-339	TARGET - 2023 TOY GIVEAWAY VCD#725-160-226 TARGET - 2023 TOY GIVEAWAY VCD#725-160-422 TARGET - 2023 TOY GIVEAWAY VCD#754-160-339 TARGET - 2023 TOY GIVEAWAY VCD#754-250-642
			Check Total:	1288.82		
050584	12/19/23	VAL29	VALLE VERDE	1842.00	APT H4	SUBSISTENCE/RENT M.D. H4
050585	12/20/23	APV01	ARAMARK- ACCOUNTS RECEIVA	47,34 16,99 74,49 16,99 73,36 79,01	580293603 580293604 560293605 580293606 580293607 580293617 580293620 580293621	JANITORIAL SUPPLIES - VP CENTER # 2580293603 JANITORIAL SUPPLIES - SENIOR CENTER # 2580293604 WORK UNIFORM - WTP # 2580293605 WORK UNIFORMS - FWD # 2580293607 WORK UNIFORM - WWTP # 2580293607 JANITORIAL SUPPLIES - WWTP # 2580293617 JANITORIAL SUPPLIES - CITY HALL # 2580293620 JANITORIAL SUPPLIES - PWD # 2580293621

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Check Number	Check Date	Vendor Number				Description
050585	12/20/23		ARAMARK- ACCOUNTS RECEIVA	148.85 99.18 201.96 16.99 16.99 92.82 73.36 74.74		JANITORIAL SUPPLIES - PD INVOICE# 2580293626 JANITORIAL SUPPLIES - VP CENTER # 2580296940
			Check Totali	1553.89		
050586	12/20/23	CEN03	CENTRAL VALLEY LOCK & SAF	23.04	63315	FILE CABINET REKEY
050587	12/20/23	CMM01	CITRUS MINI-MART	2877.34	1258	GASOLINE FOR CITY VEHICLE MONTH NOVEMBER 2023
050588	12/20/23	CWS01	CORBIN WILLITS SYSTEM	1052.96	000311151	PROFESSIONAL SERVICES - MOMSOFTWARE # 000C311151
050589	12/20/23	ERS01	ERS INDUSTRIAL SERVICES,	90500.00	101097	INSTALL GRAVITY TURNKEY - FEMA REIMBURSABLE GRANT
050590	12/20/23	FGS01	FRUIT GROWERS SUPPLY CO	112.76 20.14	92423182	WORK GLOVES & SHOVEL TRAFFIC SIGNS UTILITY KNIFE & TAPE - THANKSGIVING EVENT
			Check Total:	103.16		
050591	12/20/23	F0002	FOOTHILL AUTO TRUCK & AG	50.83 27.19 5.39 27.19 63.67 241.06 443.44 51.41	935194 935336 935359 935413 935438 935463	PROPANE FUEL - MANLIFT 2.5 DEF ENCORE 5 GAL BUCKET 2.5 DEF NITRILE GLOVES 3 YEAR BATTERY - DUMPTRUCK HYD HOSE FITTINGS & TOOLS PROPANE FUEL - MANLIFT
			Check Total:	910.18		
050592	12/20/23	JDF00	JÐ FOOD	-32.80 4184.69	1279001C	ANNUAL THANKSGIVING EVENT CREDIT SPOILED HAM GROCERIES - ANNUAL COMMUNITY THANKSGIVING MEALS
			theck Total	4151.89		
050593	12/20/23	KIN07	KINGS INDUSTRIAL OCC. MED	603.00	235172	PHYSICAL EXAM - NEW HIRE
050594	12/20/23	KOEFR	KOEFRAN INDUSTRIES, INC.	205.00	000978413	MONTHLY SERVICES - DISPOSAL OF ANIMAL CARCASSES
050595	12/20/23	PBT01	POWER BUSINESS TECHNOLOGY	25,95	IN154243	TONERS FREIGHT FEE - CITY YARD

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Check Date	Number	Name	Net Amount	Invoice #	Description
		POWER BUSINESS TECHNOLOGY	15.95	IN155006	FREIGHT FEE - CITY HALL TONER FOR LEXMARK PRINTER
12/20/23	PIT01	PITNEY BOWES GLORAL FINAN	217.51	105813752 1863983//	EQUIPMENT LEASE 9/30/22 - 12/29/23 # 3105813752 EQUIPMENT LEASE 9/1/23 - 12/29/23 # 3106398377
		Check Total::::::::::::::::::::::::::::::::::			
12/20/23	RAT02	RENT A TOILET, RAT INC.	460.00	023/14176	TOILET RENTAL - CHRISTMAS EVENT # INV/2023/14176
12/20/23	RFR01	RAIN FOR RENT	1787.09	1954096	PIPE RENTALS - CANAL SHUTDOWN WIP PROJECT
12/20/23	SUP03	SUPERIOR POOL PRODUCTS LA	1584.05	Q2025584	SOLUTIONS FOR WIP
12/20/23	TGC02	THE GAS COMPANY	31.59 163.50 41.28 45.31 187.65 184.97	001NOV23 003NOV23 007NOV23 008NOV23 381NOV23 976NOV23	UTILITY GAS - 628 2ND ST ACCT# 056 814 8400 L UTILITY GAS - PD ACCT# 138 714 8000 3 UTILITY GAS - 633 E RAILROAD ACCT# 035 814 8400 7 UTILITY GAS - CITY YARD ACCT# 090 414 8400 8 UTILITY GAS - VP CENTER ACCT# 088 345 6838 1 UTILITY GAS - SENIOR CENTER ACCT# 161 814 8597 6
		Check Total	654.30		
12/20/23	TIIOI	TELSTAR INSTRUMENTS INC	2344.50	119319	SERVICES PERFORMED ON ACTUATOR
12/20/23	VEL02	Nuria A. Velicescu	84.95	12/13/23	CHRISTMAS DINNER DESSERT REIMBURSEMENT
12/27/23	CLS01	CORELOGIC SOLUTIONS, LLC.	300.00	30695188	PROPERTY DETAIL MONTH NOVEMBER 2023
12/27/23	COOK1	COOK'S COMMUNICATION	21081.63	155634	OUTFITTING SLICK-TOP NEW CAR
12/27/23	DEL25	DEL BOSQUE BERTHA	45.77	47586	GAS REIMBURSEMENT ADOPTION TRASPORT
12/27/23	FGS01		6.95	92426309 92427200	SPARK PLUG BRASS CONNECTOR & ADAPTERS
12/27/23	F0002		8.59 73.38 53.27 10.78 17.05 170.96	935686 935703 935722 935726	2.5 DEF BLACK ELECTRICAL TAPE 2.5 DEF CONNECTORS & BULK TRAILER WIRE 5 GAL BUCKET 2" TRAILER BALL GROMMET, WIRE CABLE, LAMP & ADAPTER
		Check Total	370.72		
12/27/23	FWUA1	FRIANT WATER AUTHORITY	53,77	117039	MONTHLY SHARE COSTS
	Date 12/20/23 12/20/23 12/20/23 12/20/23 12/20/23 12/20/23 12/20/23 12/27/23 12/27/23 12/27/23 12/27/23	Date Number 12/20/23 PBT01 12/20/23 PIT01 12/20/23 RAT02 12/20/23 RFR01 12/20/23 SUP03 12/20/23 TGC02 12/20/23 TII01 12/20/23 VEL02 12/27/23 CLS01 12/27/23 COOK1 12/27/23 DEL25 12/27/23 FGS01	Date Number Name 12/20/23 PBT01 POWER BUSINESS TECHNOLOGY Check Total	Date Numbor Num	Date Number Name Amount Invoice #

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
050609	12/27/23		ORANGE COVE TIRE SERVICE	281.98 84.00	29577	FRONT BRAKES UNIT 19-07 DOG FOOD - ANIMAL CONTROL
			Check Total:	449.98		
050610	12/27/23	ORC23	ORCHARO VILLAGE APARTMENT	1750.00	13-1323	SUBSISTENCE/RENT M.G.
050611	12/27/23	PD001	PENA'S DISPOSAL	46948.11	111923	DISPOSAL SERVICES MONTH NOVEMBER 2023
050612	12/27/23	PUG01	PUGA, JOSE	255.25	12-20-23	PER DIEM - LOS ANGELES COUNTY CLASS SGT. PUGA
050613	12/27/23	QUI05	QUILL CORPORATION	4.63 470.18	35928898 35978763	OFFICE SUPPLIES - CITY HALL OFFICE SUPPLIES - CITY HALL
			Check Total:	474.81		
050614	12/27/23	ROB11	ROBERT V. JENSEN INC	3597.96 1147.42		ULS DIESEL (CLEAR) & ULS DIESEL (DYED) ULS DISEL (DYED)
			Check Total:	4745.38		
050615	12/27/23	RSG01	BOSENOW SPEVACEK GROUP	2318.75	1010936	PROFESSIONAL SERVICES FY 23/24 SA ADMIN
050616	12/27/23	SOC22	SO CAL GAS	86.36	065214684	SUBSISTENCE/GAS 06521468428
050617	12/27/23	SUP03	SUPERIOR POOL PRODUCTS LL	2699.37	Q2025713	MYPOCHLORITE SOLUTIONS
050616	12/27/23	T&J01	VALLEY GAS	5153.17	11-2023	GAS FOR PATROL VEHICLES - MONTH NOVEMBER 2023
050619	12/27/23	TFS01	TOSHIBA FINANCIAL SVCS	3433.77	81612148	PROFESSIONAL SERVICES 1/1/24-1/31/24
050620	12/29/23	APV01	ARAMARK- ACCOUNTS RECEIVA	74.22	580283538 580283539 580283541 580283556 580283557	JANITORIAL SUPPLIES - VP CENTER # 2580283538 JANITORIAL SUPPLIES - SENIOR CENTER #2580283539 WORK UNIFORM - PWD # 2580283541 JANITORIAL SUPPLIES - CITY HALL # 2580283556 JANITORIAL SUPPLIES - PWD # 2580283557
			Check Total:	500.97		
050621	12/29/23	ATTM1	ATAT MOBILITY	2274.07 1149.29 1149.29	09162023 10162023 11162023 12162023	COMMUNICATION MOBILITY - MONTH AUG./SEPT. 2023 COMMUNICATION MOBILITY - MONTH OCT. 2023 COMMUNICATION MOBILITY - NOV. 2023 COMMUNICATION MOBILITY - DEC. 2023
			Check Total:	5721.94		
050622	12/29/23	CIT35	CITY OF DINUBA	3679.42	1QWM-P5QK	CITY OF OC APPRECIATION DINNER/DANCE 12/16/23

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Check Listing for 12-23 thru 12-23 Bank Account:: 1010

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Check Number	Check Date	Vendor	Name	Net Amount	Invoice #	Description
050623	12/29/23	DIDOO	DIONICIO RODRIURE JR.	2016.00	0010360	PROFESSIONAL SERVICES - WTP WEEKEND COVERAGE
050624	12/29/23	PGE01	PG & =	72739.38	12172023	UTILITY-ELECTRICITY NOV AND DEC 2023
			Cash Account Total:	573002.91		
			Total Disbursements:	573002.91		

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Time: 09:17 Cash Disbursement Detail Report - Payroll Vendor Payment(s) Run By.: Danny Jimenez Cash Disbursement Detail Report - Payroll Vendor Payment(s) Check Listing for 12-23 thru 12-23 Bank Account: 1010

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Check Number		Verdor Number	Name:	Net Amount	Invoice #	Description
701440	12/01/23		COLONIAL LIFE	215.96	C31130 1C31130	Accident Insurance Critical Illness Ins Life Insurance
			Check Total	498.62		
701441	12/01/23	IU000	IUOE LOCAL 39	716.58	C31130	Union Due Local 39
701442	12/01/23	PER03	PERS HEALTH INSURANCE	82531.01	C31130	MEDICAL INSURANCE
701443	12/01/23	TRA08	TRANSAMERICA EMPLOYEE BEN	779.88	C31130	Life Insurance Trans
701452	12/13/23	CSD02	CALIFORNIA STATE DISBURSE	310.01	C31211	Gernishment
701453	12/13/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	.00 .00 -1.70 1.70 3651.50 1049.66	C31130 C31211 1C31130 1C31211 2C31211	State Income Tax State Income Tax SDI SDI State Income Tax SDI
			Check Total	4701.16		
701454	12/13/23	EDD02	EDD SUI	-5.67 5.67 91.55	C31211 1C31211	SUI SUI SUI
			Check Total	91.55		
701455	12/13/23	PEROO	CALIF.PUBLIC EMPLOYEES RE	.00 .00 18364.79	C31211	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total:	18364.79		
701456	12/13/23	PER01	P.E.R.S. FOR THE 457	4299.18	C31211	457 Plan
701457	12/13/23	SEC00	UNION BANK	.00 -23.44 -5.48 -5.48 5.48 9331.22 14462.08 3382.24	1C31130 2C31130 2C31211 3C31211	Federal Income Tax Federal Income Tax Social Security Social Security Medicare Medicare Federal Income Tax Social Security Medicare
			Check Total	27375.54		
701458	12/13/23	STA20	STATE DISBURSEMENT UNIT	1007.53	C31211	Garnishment

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Time: 09:17 Run By: Danny Jimenez Cash Disbursement Detail Report - Payroll Vendor Payment(s) Check Listing for 12-23 thru 12-23 Bank Account: 1010

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Eneck Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
701458	12/13/23		STATE DISBURSEMENT UNIT	50.00	1031211	Misc Deduction
			Check Total	1057.53		
701464	12/27/23	CSD02	CALIFORNIA STATE DISBURSE	310.01	C31222	Garnishment
701465	12/27/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	252.60 2871.20 57.12	C31221 C31222 1C31221 1C31222	State Income Tax State Income Tax SDI SDI
			Check Total:	4112.19		
701466	12/27/23	EDD02	EDD SUI	39.67	C31222	SUI
701467	12/27/23	PER00	CALIF. PUBLIC EMPLOYEES RE	979.25 17398.32	C31222	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total	18377.57		
701468	12/27/23	PER01	P.E.R.S. FOR THE 457	500.00 3604.73	C31221 C31222	457 Plan 467 Plan
			Check Total:	4104.73		
701469	12/27/23	SEC00	UNION BANK	544.19 7389.28 12830.74 184.04	C31221 C31222 1C31221 1C31222 2C31221 2C31222	Federal Income Tax Federal Income Tax Social Security Social Security Medicare Medicare
			Check Total:	24735.97		
701470	12/27/23	STA20	STATE DISBURSEMENT UNIT	1007.53 50.00	C31222	Garnishment Misc Deduction
			Check Total:	1057.53		
701471	12/29/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	71.40	1031227	SDI
701472	12/29/23	PEROO	CALIF. PUBLIC EMPLOYEES RE	.00	C31227	PERS PAYROLL REMITTANCE
701473	12/29/23	SEC00	UNION BANK	983.70 230.06	1C31227 2C31227	Social Security Medicare
			Check Total:	1213.76		
701474	12/29/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	5.17	1C31227A	SOI

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Check	Date	Vandor Number	Name	Net Amount	Invoice #	Description
701475			UNION BANK	.56	1C31227A	Federal Income Tax Social Security Medicare
			Check Total:			
701477	12/29/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	34.94 12.81	1C31229	State Income Tax SDI
			Check Total:			
701478	12/29/23	SEC00	UNION BANK	144.44		Social Security Medicare
			Check Total:			
701480	12/29/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	13.75	1031229A	SDI
701481	12/29/23	SEC00	UNION BANK	155.00 38.26	1C31229A	Federal Income Tax Social Security Medicare
			Check Total:			
701482	12/31/23	EDD01	EMPLOYMENT DEVELOP. DEPT.	4.50 -4.50 118.04 39.81 -118.04 -39.81 118.04 118.04 -39.81	2C40104 3C40104 4C40104 6C40104 7C40104	State Income Tax SDI
			Check Total:	.00		
701483	12/31/23	PEROO	CALIF.PUBLIC EMPLOYEES RE	.00 682.50 682.50 682.50	1C40104 2C40104 4C40104 5C40104	PERS PAYROLL REMITTANCE
			Check Total	.00		
701484	12/31/23	PER01	P.E.R.S. FOR THE 457	461.75	C40104	457 Plan

REPORT: Jan 19 24 Friday RUN...: Jan 19 24 Time: 09:17 Cash Disbursement Detail Report - Payroll Vendor Payment(s) Run By.: Danny Jimenez Cash Disbursement Detail Report - Payroll Vendor Payment(s) Check Listing for 12-23 thru 12-23 Tank Account.: 1010

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Check Number	Check Date		Name	Net Anount	Invoice #	Description
701484	12/31/23		P.E.R.S. FOR THE 457	3062.43 -1052 3062.43 -3062.43	1C40104 2C40104	457 Plan 457 Plan 457 Plan 457 Plan 457 Plan
			Check Total:	.00		
701485	12/31/23	SEC00	UNION BANK	.00 62.00 14.50 .00 -62.00 561.55 548.48 128.28 551.55 -588.48 -128.28 541.55 548.48 128.28	101010 1010101 2C40104 3C40104 4C40104 1010101 1010101 8C40104 9C40104 10C40104 13C40104 13C40104 14C40104 14C40104 14C40104 14C40104 14C40104 14C40104	Social Security Medicare Federal Income Tax Social Security Medicare
			Check Total	.00		
			Cash Account Total:	195273.35		
			Total Disbursements:			



Meeting Date: 1/24/24 Agenda Item:

City Council Meeting

1

REPORT TO:

Orange Cove City C

REPORT FROM:

Shun Patlan, Planner

AGENDA ITEM:

Consideration of a One-Year Extension for Blossom Estates Vesting

Tentative Tract Map No. 6355

ACTION REQUESTED: _Ordinance

X Resolution

Motion

Receive/File

RECOMMENDED;

1. Staff recommends the city council consider taking the following Action:

A. Approve a One-Year Extension of time for the Blossom Estates Vesting Tentative Tract Map No. 6355 for a 156-lot Subdivision located on the approximately 450 feet south of South Avenue between Anchor Avenue and Orange Street.

EXECUTIVE SUMMARY

On March 29, 2022 the Orange Cove City Council approved by Resolution No. 2022-16 approving the Blossom Estates Tentative Subdivision Tract Map No. 6355 located 450 south of South Street between South Street and Orange Street.

The Blossom Estates Tentative Subdivision Tract Map No. 6355 is set to expire on March 29, 2024. The applicant Piro Enterprises has submitted a written request for a one-year extension of time for Blossom Estates Tract No. 6355. The approved Blossom Estates Tract Map incorporates 30.7 acres with 156 single family homes proposed.

Pursuant to Orange cove Municipal Code, Section 16.20.160 (a) -Failure to record a final Map within twenty-four months from the approval of the tentative map or within any extension of time therefore granted by the city council, shall terminate all proceedings and a new tentative map shall be submitted. Currently a final map for the Blossom Estates Tentative map has not been recorded as the expiration of the map nears expiration on March 29, 2024.

Orange Cove Municipal Code, Section 16.20.170 allows for an extension of not more than twelve months and shall be approved by the city council. If the request is approved, the new expiration date shall for the Blossom Estates Tentative Map shall be March 29, 2025.

Environmental Review

The Blossom Estates Tentative Tract Map was previously analyzed and a Negative Declaration was approved by the City Council on October 28, 2022 by Resolution 2020-41 for the project.

Attachments

- 1. Resolution No. 2024-01, approving a one-year extension of time for the Blossom Estates Tentative Tract Map No. 6355 for a 156-lot subdivision located 450 south of South Avenue between South Avenue and orange Street.
- 2. Request letter received from Piro Enterprises dated and submitted on January 1, 2024 requesting extension of the Blossom Estates Tentative Tract Map No. 6355.

3. Macias Tract Map No. 6289

FINANCIAL INFORMATION

FISCAL IMPACT:

Is There a Fiscal Impact?
 Is It Currently Budgeted?
 If Budgeted, Which Line?

NO
NIA

Prepared By:			Appro	ved By:	3:
Reviewed: 4ty Manag	er:	Fin	ance:	City Attorney:	
Type of Item:	Council Action:	Approved	Denied	No Action	
X Consent		-	Public hear	ing	
Info Item		_	Matter Ini	tiated by a Council Member	
Action Item		94	Other		
Department Repo	ort	1	Continue	To:	
Redevelopment A	vencv				

RESOLUTION 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING A ONE-YEAR EXTENSION OF TIME FOR THE BLOSSOM ESTATES TENTATIVE TRACT MAP NO. 6355 FOR 156-LOT SUBDIVISION LOCATED 450 SOUTH OF SOUTH STREET BETWEEN SOUTH AVENUE AND ORANGE STREET

WHEREAS, on March 29, 2022, the Orange Cove City Council adopted Resolution No. 2022-16 approving the Blossom Estates Tentative Tract Map No. 6355 for a 156-lot subdivision of land and proposed street improvements/dedications to accommodate for the proposed 6,000 square foot lots minimum(s) on 30.7 acres located 450 feet south of South Street between South Street and Orange Street; and

WHEREAS, Blossom Tentative Tract Map No. 6355 was set to expire on March 29, 2024; and

WHEREAS, the applicant, Piro Enterprises has requested a one-year extension of time for the Blossom Estates Tentative Tract Map No. 6355 on January 1, 2024, which has received prior to the map expiration date of March 29, 2024:

WHEREAS, pursuant to the Orange Cove Municipal Code, Section 16.20.160 allows for an extension of not more than twelve months upon a timely filing and upon approval of the extension request. The approved extension request will extend the Blossom Tentative Tract Map No. 6355 expiration date to March 29, 2025, and;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Orange Cove makes the following:

1. An extension request for the of Blossom Estates Tentative Tract No. 6355 is hereby approved for a twelve-month period to expire on March 29, 2025.

THE FOREGOING RESOLUTION was passed and adopted by the City Council of the City of Orange Cove on the 24th day of January 2024.

AYES: COUNCIL MEMBERS:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	
Cynthia Cisneros, City Clerk	Diana Guerra-Silva, Mayor City of Orange Cove

PI R 0 ENTERPRISES

01/01/2024

To: City of Orange Cove/Council

This letter is regarding the Tentative Subdivision Map No.6355/Blossom Estates which was approved by the City of Orange Cove on March 29th, 2022. We are requesting a 12-month extension of this map to finalize our improvement plans.

Sincerely.

Piro Enterprises, Inc.



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To:

Orange Cove City Council

From:

Dario Domiguez, Public Works Director/Assistant City Manager

SUBJECT: Recognized Obligation Payment Schedule 24-25 for July 1, 2024, through June 30, 2025, period and Administrative Budget for Fiscal Year 2024-25

Attachments: Resolution No. SA 2024-01

RECOMMENDATION:

Staff recommends that the Successor Agency: Adopt Resolution No. SA 2024-02 Approving the Successor Agency's Recognized Obligation Payment Schedule and Administrative Budget for Fiscal Year 2024-25

BACKGROUND:

A Recognized Obligation Payment Schedule ("ROPS") covering the period of July 1, 2024, through June 30, 2025, is due by February 1, 2024, pursuant to Health and Safety Code ("HSC") Section 34177(o). The ROPS requests necessary payments for each enforceable obligation of the former Orange Cove Redevelopment Agency for Fiscal Year ("FY") 2024-25.

Orange Cove Successor Agency ("Successor Agency") staff has prepared a ROPS 24-25 for the Successor Agency Board's consideration, which is attached to this staff report. The Fresno Countywide Oversight Board ("Oversight Board") will also review the ROPS 24-25 at its meeting on January 18, 2024. Once approved, staff will transmit it electronically to the Department of Finance ("DOF"), State Controller, and Fresno County Auditor-Controller ("CAC") for their review. The adopted ROPS must be transmitted by February 1, 2023; if it is not transmitted on time, the City of Orange Cove will be subject to a penalty of \$10,000 per day. With DOF approval, the Auditor-Controller will be authorized to disperse property tax revenue to pay ROPS obligations on June 1, 2024, and January 2, 2025.

It is important to remember that the ROPS is merely a projection of estimated payments for the ensuing twelve-month fiscal period. The actual payments made could be the same or less.

ROPS 24-25 Obligations

The following summarizes the Successor Agency's obligations listed on the ROPS 24-25:

- Item 10 Successor Agency Administration & Operations The Successor Agency is requesting \$100,000 for its FY 2024-25 administrative expenses. An Administrative Budget that details proposed expenses has been prepared and is discussed later in this staff report.
- Item 16 2014 Tax Allocation Refunding Bonds, Series 2014 The Successor Agency is requesting \$391,797 in RPTTF to fund the repayment of the Series 2014 Tax Allocation Refunding Bonds ("Bonds"). The 2014 Bonds refinanced bonds issued by the former Redevelopment Agency in 2004. The 2014 Bonds are the Successor Agency's largest obligation and are projected to be fully repaid by the fiscal year 2031-32.
- Item 17 Trustee Administration Fee \$1,500 is requested to pay an administrative fee charged by the fiscal agent on the 2014 Bonds pursuant to an enforceable contract.
- Item 18 Continuing Disclosure \$5,000 is requested to prepare and submit legally mandated continuing disclosure reports on the 2014 Bonds pursuant to an enforceable contract.

Cash Balances

The Report of Cash Balances in the current ROPS represents the Successor Agency's estimate of the cash balance as of June 30, 2022. It shows the inflow and outflow of funds held by the Successor Agency. Funds are being spent in a timely manner and consistent with the approvals of the Oversight Board and DOF. The Cash Balances page helps the Successor Agency to identify other funds available to spend on enforceable obligations, detailed as follows:

- As of June 30, 2022, the Successor Agency had \$0 in remaining bond proceeds.
- The Successor Agency had \$7,050 in Reserve Balances held for the ROPS 22-23 as approved by DOF.
- The Successor Agency earned \$1,075 in Fiscal Year 2021-22 from Other Fund revenues, contributing to an ending Other Funds balance of \$1,740 as of June 30, 2022. This has been applied to fund the ROPS 24-25 administrative allowance.

ROPS 21-22 Prior Period Adjustment

As required by HSC section 34186 (c), the Successor Agency prepared a reconciliation between approved and actual payments on enforceable obligations from the ROPS covering Fiscal Year 2021-22 and submitted this reconciliation to the CAC by October 1, 2023. There was a \$694 difference between approved and actual payments. The CAC is reviewing the Prior Period Adjustment and will submit its determination to DOF by February 2, 2024. DOF will reduce the ROPS 24-25 RPTTF allocation by the amount determined by the CAC.

Administrative Cost Allowance

The maximum administrative cost allowance a successor agency can receive is 50 percent of the RPTTF distributed in the prior fiscal year for non-administrative obligations. The ROPS 23-24 had \$400,517 in non-administrative obligations funded by RPTTF. The ROPS 24-25 may request an administrative allowance that is up to 50 percent of this amount, or \$200,259. The Successor Agency is requesting a lower administrative budget of \$100,000 for the ROPS 24-25 period based on the Successor Agency's anticipated costs.

An administrative budget has been prepared for FY 2024-25 for the Successor Agency Board and Oversight Board's consideration.

Oversight Board and DOF Review

Adoption of the enclosed resolution will authorize staff to transmit the ROPS 24-25 and administrative budget for FY 2024-25 to the Oversight Board and DOF, along with any other parties, for review and make changes as necessary.

Prepared by: I	Public Works D	irector	Approved by: [Dario Domin	guez	
REVIE Attorney:	EW: City Manaç	ger:	Finance:			City
TYPE ACTION	OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO	
_X Hearing	Consent			0	_Public	
Council Memb	Info Item er				Matter Initia	ated by a
_	Action Item Department F	Report			Other Continued	to:
	Redevelopme	ent Agency				

RESOLUTION NO. SA 2024-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR JULY 2024 THROUGH JUNE 2025

- **WHEREAS,** Assembly Bill 26 ("AB x1 26") was enacted by the State Legislature and signed by the Governor as of June 29, 2011; and
- **WHEREAS**, on January 25, 2012, the City Council adopted Resolution No. 2012-09 electing to serve as the Successor Agency to the former Orange Cove Redevelopment Agency ("Successor Agency") in accordance with the Dissolution Act (enacted by Assembly Bills x1 26 and 1484 and Senate Bill 107, as codified in the California Health & Safety Code); and
- WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a Recognized Obligation Payment Schedule ("ROPS") for the ensuing twelvementh period for consideration by an oversight board and the California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and
- **WHEREAS**, the Dissolution Act requires that the proposed ROPS be approved by the Fresno Countywide Oversight Board, transmitted for review to the Fresno County Auditor-Controller, State Controller's Office, and DOF; and
- **WHEREAS**, the proposed ROPS 24-25 for the twelve-month period from July 1, 2024, through June 30, 2025, attached hereto as Exhibit "A" has been prepared and is consistent with the provisions of the Dissolution Act and in the format made available by DOF; and
- WHEREAS, Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget and submit it to the Fresno Countywide Oversight Board for approval; and
- **WHEREAS**, the Successor Agency has prepared an Administrative Budget for the period July 1, 2024, to June 30, 2025, attached hereto as Exhibit "B"; and
- **WHEREAS**, the Successor Agency desires to approve the ROPS 24-25 and Administrative Budget and transmit them to various parties as required by the Dissolution Act.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE ORANGE COVE REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

- **Section 1.** Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.
- **Section 2.** Approval of ROPS. The Successor Agency hereby approves and adopts the ROPS 23-24 covering the period of July 1, 2024, through June 30, 2025, in substantially the

form attached hereto as Exhibit A, and incorporated herein by reference, as required by the Dissolution Act.

- **Section 3.** <u>Approval of Administrative Budget.</u> Pursuant to the Dissolution Act, the Successor Agency approves the Fiscal Year 2024-25 Administrative Budget submitted herewith as Exhibit B, which is incorporated herein by this reference.
- Section 4. Posting; Transmittal to Appropriate Agencies. The City Manager is hereby authorized and directed to post of copy of the ROPS 24-25 on the City's website and transmit a copy of the ROPS 24-25 and Administrative Budget to the Fresno Countywide Oversight Board for its approval and to other parties as required by the Dissolution Act.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Successor Agency, on the 24th day of January 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: AGENCY BOARD MEMBERS: ABSENT: AGENCY BOARD MEMBERS:

ATTEST:	
Complete Cianana	Diana Guerra-Silva
Cynthia Cisneros	Diana Guerra-Silva
City Clerk	Chairwoman

STATE OF CALIFORNIA COUNTY OF FRESNO SUCCESSOR AGENCY TO)) THE ORANGE COVE REDEVELOPMENT AGENCY)
	, hereby certify that I am the duly appointed Agency ency to the Orange Cove Redevelopment Agency and that the adopted at a regular meeting of the Successor Agency held on the
	Cynthia Cisneros
	Agency Secretary

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2024-25 JULY 2024 THROUGH JUNE 2025

EXHIBIT B

SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2024-25

ORANGE COVE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FY 2024-25

FY 2024-25 Administrative Activities	Personnel					
County correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel					
State correspondence/coordination	Successor Agency Staff, RSG, Legal Counsel					
Prepare ROPS	Successor Agency Staff, RSG, Legal Counsel					
Prepare administrative budget	Successor Agency Staff, RSG, Legal Counsel					
Governmental asset transfer	Successor Agency Staff, RSG, Legal Counsel					
Successor Agency Board staff support	Successor Agency Staff, RSG, Legal Counsel					
Management of dissolution activities	Successor Agency Staff, RSG, Legal Counsel					
Annual audit	Accountant					
Manage/monitor finances	Successor Agency Staff, RSG					
Agendas/minutes/Brown Act records	Successor Agency Staff					
assistance						
Budget by Personnel	Description	Estimated	Average	Total	ROPS A Period	ROPS B Period
		Hours	Rate			
Successor Agency Staff Costs	Salaries, Wages, Benefits	1,400	\$42	29,600	29,600	0
Operating Expenses	Insurance, Supplies, Maintenance		n/a	5,000	2,000	0
RSG, Inc.	Advisory Services (ROPS Preparation, Legislative Guidance, Property Disposition, Cash Flow Projections, State/County Correspondence, etc.)	110	\$180	20,000	20,000	0
Legal Counsel	Legal Services (Review materials. Meeting attendance is charged to the City for City	9	\$165	006'6	006'6	0
Accountant	Council/Successor Agency meetings.) Audit Services		n/a	3,500	3,500	0
Successor Agency Board Costs	Supplies and Meeting Operations Cost		n/a	2,000	2,000	0
Contingency			n/a	i	41	0
Grand Total			\$	100,000	\$ 100,000	\$



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

-		
-1	0	
- 8	v	

Orange Cove City Council

From:

Megan Dodd, City Attorney

Subject:

Approval of Agreement between the City and Target Eight Advisory

Council Inc. (TEAC) for Operation of the Julia Lopez Daycare Center

Attachments:

Agreement between the City and Target Eight Advisory Council Inc.

RECOMMENDATION:

Staff recommends that the Council approve the Agreement between the City and Target Eight Advisory Council Inc. for operation of the Julia Lopez Daycare Center.

BACKGROUND:

Previously the contract for operation of the Julia Lopez Daycare Center and the contract for lease of the building were separate. This agreement combines the two agreements and makes some small changes. The agreement increases the administrative fee paid to the City from 3.5% to 7%. Additionally, it ensures that TEAC is responsible for all maintenance and repairs to the Property. The Agreement will be for a one year term, and the rent will remain the same.

FISCAL IMPACT:

None.

<u>CONFLICT OF INTEREST:</u>

None.

Prepared by: City At	torney	Approved by: <u>Megan Dodd</u>			
REVIEW: City Mana	ager:	Financ	ce:		City Attorney:
TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACT	ION
Consent Info Item Action Item Department Redevelopm				\equiv	Public Hearing Matter Initiated by a Council Member Other Continued to:

AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND TARGET EIGHT ADVISORY COUNCIL INC. RELATING TO CHILD DEVELOPMENT SERVICES UNDER THE CALIFORNIA DEPARTMENT OF EDUCATION CALIFORNIA STATE PRESCHOOL PROGRAM AND FACILITIES USE AND MAINTENANCE AGREEMENT BETWEEN CITY OF ORANGE COVE AND TARGET EIGHT ADVISORY COUNCIL INC.

This Agreement is entered by and between the City of Orange Cove, herein referred to as "CONTRACTOR" or the "CITY" and the Target Eight Advisory Council, Inc. herein referred to as the "SUBCONTRACTOR" or "TEAC".

RECITALS

- A. One purpose of this Agreement is to delegate operating responsibility from CONTRACTOR to SUBCONTRACTOR for child care services authorized by the CONTRACTOR'S contract from the California Department of Education, which is attached and incorporated herein by reference as Exhibit A and which is referred to herein as the "PRIME CONTRACT."
- B. CITY owns real PROPERTY commonly known as the Julia Lopez Child Development Center which is located at 1300 South Avenue, Orange Cove, California 93646 (hereinafter "PROPERTY").
- C. CITY has received a funding commitment from the California Department of Education, California State Preschool Program to fund child development. This AGREEMENT includes to the operation of a child care facility to provide said child development services. That portion of the AGREEMENT to operate a child care facility is referred to herein as "SUBCONTRACT."
- D. The parties wish to use PROPERTY as a child development center as required under the terms and conditions of the SUBCONTRACT.
- E. TEAC would like to use PROPERTY to conduct its operations under the SUI3CONTRACT.

SUBCONTRACT

NOW THEREFORE, in consideration of the foregoing recitals which arc part of this AGREEMENT and in consideration of the mutual obligations agreed to by the parties herein, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. Term.

The term of this SUBCONTRACT shall be from July 1, 2023 to June 30, 2024.

2. Performance in Accordance with the PRIME CONTRACT.

All activities authorized by this Agreement will be performed within the approved program policies, the approved budget, the contract funding terms and conditions, and appropriate Child Development Division, California Department of Education directives, in accordance with the application and PRIME CONTRACT between the CONTRACTOR and the California Department of Education. The consideration paid to the SUBCONTRACTOR by CONTRACTOR as provided in the SUBCONTRACT shall be the full compensation paid to SUBCONTRACTOR for all of the SUBCONTRACTOR'S expenses incurred in the performance of its obligations under the terms of this Agreement.

3. Consideration.

Funding of the SUBCONTRACT is subject to the appropriation and availability of funds from the state. Consideration under this SUBCONTRACT paid to SUBCONTRACTOR shall not exceed ninety three percent (93%) of the approved funding, received by the CONTRACTOR from the California Department of Education for this purpose. The City shall retain the remainder as administrative fees.

In the event that CONTRACTOR receives notification from the California Department of Education of an amendment to the PRIME CONTRACT which modifies the reimbursement rate or the funding terms and conditions, either party may initiate renegotiation of the consideration that SUBCONTRACTOR is entitled to receive under the provisions of this SUBCONTRACT.

4. Reimbursement and Records.

Subject to receipt of funds from the State of California, pursuant to the PRIME CONTRACT, the CONTRACTOR agrees to reimburse the SUBCONTRACTOR for authorized expenditures. The SUBCONTRACTOR shall maintain such records and accounts including propelty, personnel, and eligibility records, as are deemed necessary by CONTRACTOR and the Child Development Division, and such records will be retained for five (5) years after expiration of this contract unless permission to destroy them is granted by both the CONTRACTOR and the Child Development Division. CONTRACTOR shall retain all financial records. An inventory of equipment purchased by contract funds will be kept by the SUBCONTRACTOR and CONTRACTOR.

5. Termination.

The CONTRACTOR or SUBCONTRACTOR may, by giving thirty (30) days written notice specifying the effective date, terminate this contract in whole or in part with or without cause. Reasons for termination may include, but shall not be limited to: (a) failure, for any reason of the SUBCONTRACTOR to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statues, Executive Orders, and Child Development Division directives as may become generally applicable at any time, including but not limited to, any licensing requirements; (b) submission by the SUBCONTRACTOR to the CONTRACTOR of reports that are incorrect or incomplete in any material respect; (c) ineffective or improper use of funds provided under this contract; (d)

suspension or termination by the Child Development Division of funding to the CONTRACTOR under the PRIME CONTRACT and/or specifically under this Agreement; or (e) termination for convenience by either the CONTRACTOR or SUBCONTRACTOR.

In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the SUBCONTRACTOR under this contract shall be disposed of according to CONTRACTOR and Child Development Division directives, and the SUBCONTRACTOR shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the SUBCONTRACTOR shall not be relieved of liability to the CONTRACTOR for damages sustained by the CONTRACTOR by villue of any breach of the contract by the SUBCONTRACTOR.

6. Independent Contractor.

The status of the SUBCONTRACTOR under this Agreement shall be that of an independent contractor and at no time shall SUBCONTRACTOR (or agents or employees of SUBCONTRACTOR) be, or represent itself to be, officers, employees, or agents of the CONTRACTOR or the State of California.

7. Compliance with the City and State of California Requirements.

The SUBCONTRACTOR will administer the program in accordance with the rules, regulations, and policies of the CONTRACTOR and the California Department of Education, including the "General Assurances" form attached to CONTRACTOR'S PRIME CONTRACT with the California Department of Education; Funding Terms and Conditions and Program Requirements for Child Development Programs Fiscal year 2013-14; and state regulations.

The SUBCONTRACTOR shall provide periodic reports to CONTRACTOR from time to time including but not limited to the following; (i) a report after the first 30 days to inform the City Council of the transition of the program from the previous subcontractor regarding number of children re-enrolled, number of new children enrolled, staff retention, and staff training, (ii) a report after the first 90 days and every 90 days thereafter regarding the contract implementation, progress and issues; and (iii) reports as requested by the City Manager or City Council.

8. <u>Compliance with Applicable Laws.</u>

The CONTRACTOR shall monitor, evaluate, and provide technical and accounting assistance to the SUBCONTRACTOR in the conduct of activities delegated under this Agreement. The SUBCONTRACTOR agrees to submit to the CONTRACTOR such reports as may be required by the Child Development Division, California Department of Education directives or by the CONTRACTOR. The SUBCONTRACTOR also agrees to prepare and retain, and remit to CONTRACTOR to inspect, as it deems necessary, all SUBCONTRACTOR agency records pertaining to this program. SUBCONTRACTOR agrees to submit to CONTRACTOR, on a quarterly basis, at an appropriate City Council meeting, a status report on SUBCONTRACTOR'S activities pursuant to this Agreement.

9. Assignment.

The CONTRACTOR may also assign and transfer this contract when required by the Child Development Division.

10. Bonding of Personnel.

The SUBCONTRACTOR'S personnel who are authorized to sign checks will be bonded in an amount, which will cover the total amount under the control of the SUBCONTRACTOR at any time. A Certificate of Insurance shall be provided to the CONTRACTOR verifying the SUBCONTRACTOR'S fidelity bond coverage. Further, such Certificate of Insurance shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

11. Revenues and Expenditures; Audit.

SUBCONTRACTOR shall report all revenues and expenditures in accordance with California State Accounting Manual procedures.. CONTRACTOR will conduct an annual audit in accordance with California Department of Education Audit Guidelines. The SUBCONTRACTOR is. liable for any audit exception caused by, or as a result of, lack of performance as required by this Agreement.

12. Purchases.

In no case can equipment be purchased in excess of \$7,500.00 by item, without prior written approval of the CONTRACTOR and the Child Development Division. Title to any equipment purchased with state funds rests with SUBCONTRACTOR only as long as this Agreement is in effect. Upon termination of the Agreement, title to all remaining equipment and supplies shall revelt to CONTRACTOR. Insurance on property leased will be provided by SUBCONTRACTOR.

13. Travel and Per Diem.

Trnve1 and per diem expenses of SUBCONTRACTOR shall be reimbursed only at rates not exceeding those amounts paid to the majority of California Department of Education's represented employees computed in accordance with Department of Personnel Administration regulations, California Administrative Code, Title 2, Subchapter 1.

14. Monthly Closing of Accounts

The CONTRACTOR will close its accounting records on the last day of each month for preparation of the required monthly statement.

15. Monthly Attendance Records

The SUBCONTRACTOR will close its attendance records on the last day of each month for preparation of the required monthly statement. Monthly reports of enrollment and attendance shall be submitted to the CONTRACTOR by the 15th day of each month.

16. Hold Harmless for Non-Receipt of Funds

The SUBCONTRACTOR will hold the CONTRACTOR harmless for any contract obligations entered into that cannot be met due to non-receipt of funds from the California Department of Education.

17. Indemnification and Defense.

The SUBCONTRACTOR shall defend, indemnify and hold harmless CONTRACTOR and the State of California, their officers, agents, and employees from any and all actions, claims, losses or damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or any other organization arising out of the operation or maintenance or other activities of SUBCONTRACTOR or its agents, employees, or independent contractors under this Agreement.

18. General Liability Insurance

SUBCONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit. SUBCONTRACTOR's general liability policies shall be primary and shall not seek contribution from the CONTRACTOR's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that CON1RACTOR and its officers, officials, employees, and agents shall be additional insureds under such policies. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

19. Workers Compensation.

SUBCONTRACTOR shall maintain Workers' Compensation Insurance (Statutory-Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). SUBCONTRACTOR shall submit to CONTRACTOR, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CONTRACTOR, its officers, agents, employees, and volunteers.

20. Certificates of Insurance

Certificates for any types of insurance mentioned above shall be furnished to the CONTRACTOR within two (2) weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, the nature of the coverage, the policy limits, and the expiration date. All such policies shall be provided to the City Manager, City of Orange Cove at 633 Sixth Street, Orange Cove, California 93646.

21. Modification of Agreement

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by SUBCONTRACTOR and CONTRACTOR, and no oral understanding or

agreement not incorporated in the Agreement shall be binding on either party to the Agreement. Amendments to this Agreement are subject to the prior written approval of the California Department of Education.

22. Licensing Requirements

SUBCONTRACTOR is responsible for hiring of qualified staff and maintaining required ratios in accordance with licensing and California Department of Education requirements. In addition, SUBCONTRACTOR is responsible for seeing that sites meet all licensing requirements and that the appropriate licenses remain in effect for the life of the Agreement and any extensions hereof.

23. Nondiscrimination Clause,

The "Nondiscrimination Clause" included in the CONTRACTOR'S PRIME CONTRACT with the State of California, as specified in Titled 2, California Code of Regulations, Chapter 5, Section 8107, is incorporated herein by this reference and shall be binding. on all actions of both parties under the terms of this Agreement.

24. Approval Of Agreement

This Agreement shall have no force or effect unless and until it has been approved in writing by the Child Development Division (CDD) of the Department of Education of the State of California, and any work performed by the SUBCONTRACTOR prior to the date of such approval shall not be used as a claim against the State of California or CONTRACTOR.

25. Enrollment Priority

CONTRACTOR.

To the extent that it is permitted by law and by the regulations of the State of California, SUBCONTRACTOR shall give priority for enrollment in the Child Care Program to residents of the City of Orange Cove.

26. Notices.

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party. If mailed, postage prepaid addressed as follows:

c/o City Manager

CONTINUE FOR	City of Orange Cove
SUBCONTRACTOR:	Target Eight Advisory Council. Inc. 555 G Street
	Attention:Secretary-Treasurer

For the purposes of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mail, if mailed to the party to whom notice is give in the manner provided in this Section. Either party may, at any time, change its address designated above by giving to the other party thirty (30) days written notice of the new address robe used for the purpose of this Section.

27. Integrated Agreement

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and this Agreement supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

28. Severability

If, for any reason this Agreement shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the CONTRACTOR or by the SUBCONTRACTOR, or if for any reason it is held by such a court that any of the covenants and conditions of SUBCONTRACTOR hereunder, is unenforceable for the full term hereof, then and in such event, all of the other terms, provisions and conditions of this Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

FACILITIES AND USE AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals which are part of this AGREEMENT and in consideration of the mutual obligations agreed to by the parties herein, City and TEAC agree as follows:

1. Use of PROPERTY.

This PROPERTY shall be used solely for a child development center as required under the terms and conditions of the SUBCONTRACT between the parties referenced in Recital B above. TEAC covenants to use PROPERTY solely for the purpose and use specified in this AGREEMENT.

2. Term.

The term of this AGREEMENT shall be for a period of one year from July 1, 2023 to June 30, 2024. The AGREEMENT may also be extended for an additional period by mutual written agreement of the parties unless sooner terminated pursuant to the terms of this AGREEMENT. It is contemplated by the parties that if CITY obtains another contract for CPSS from the California Department of Education and if CITY and TEAC enter a new subcontract for day care services as set forth above, the parties will extend this AGREEMENT for an additional period.

Payment.

TEAC shall pay and CITY agrees to accept Two Thousand Nine Hundred Sixty-Eight Dollar (\$2,968.00) per month for use and maintenance of PROPERTY as set forth in this AGREEMENT. Payment shall be due in advance on the first day of each month during the term of the AGREEMENT.

4. Utilities.

TEAC will be responsible for the cost of garbage, recycling, water, telephone services, internet and sewage and agrees to pay all gas and electrical service charges directly to Pacific Gas and Electric.

Improvements.

It is understood that if TEAC wishes to construct any improvements on PROPERTY that may be necessary to further the permitted use of PROPERTY under this AGREEMENT, TEAC shall adhere to all CITY, State and Federal laws regarding construction of the improvements and agrees to obtain all necessary permits to construct said improvements. CITY shall not be responsible for any costs of the improvements. TEAC may locate upon the PROPERTY trade fixtures and equipment as may be necessary in pursuit of its permitted use of the PROPERTY and shall be responsible for all required permits/approvals including any all costs, expense and risk. TEAC shall be responsible for any damage to the PROPERTY caused in installation and operation of improvements, fixtures and equipment.

6. Maintenance and Taxes.

All maintenance and repair, ordinary or extraordinary, of the PROPERTY, shall be the responsibility of the TEAC. TEAC shall be responsible for general lawn care and for watering the lawn.

CITY shall be responsible for the real PROPERTY taxes. TEAC shall be responsible for any unsecured taxes, if any, associated with the PROPERTY or the operation thereof as a Child Development Center.

7. Compliance with Legal Requirements.

TEAC agrees to comply with all applicable laws, ordinances and regulations in connection with its use of PROPERTY. TEAC shall not commit any waste or any public or private nuisance upon the PROPERTY and shall not do anything that will cause damage to the PROPERTY.

8. Hold Harmless.

CITY shall indemnify, save and hold harmless TEAC, its officials, officers, agents, employees, and volunteers against any and all claims, cause of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to PROPERTY, resulting from negligent acts or omissions of CITY, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In

the event of any such claim is made, or suit filed, TEAC shall give CITY prompt written notice thereof, and CITY shall have the right to defend or settle the same.

TEAC shall indemnify, save and hold harmless CITY, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to PROPERTY, resulting from negligent acts or omissions of TEAC, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event any such claim is made, or suit filed, CITY shall give TEAC prompt written notice thereof, and TEAC shall have the right to defend or settle the same.

9. Insurance.

TEAC agrees to procure and maintain through the term of this AGREEMENT (i) bodily injury liability insurance insuring against any and all liability of TEAC and CITY with respect to the use and maintenance of PROPERTY under this AGREEMENT; and (ii) PROPERTY damage liability insurance with a combined single limit of not less than \$1,000,000.00. All such insurance shall also insure the performance by TEAC of the indemnity requirements under this AGREEMENT to liability for injury to or death of persons and injury to or damage to the PROPERTY. All insurance shall be carried in the joint names of TEAC and the CITY and shall provide that the policy shall not be cancelled or altered without thirty (30) days prior written notice to CITY. TEAC shall furnish to CITY a certificate evidencing such insurance. TEAC's insurance shall be primary coverage. CITY's insurance and self-insurance programs shall be contributory.

CITY shall be responsible for insuring the PROPERTY and the buildings thereon. TEAC shall procure or cause to be procured and maintained, throughout the term of this AGREEMENT, insurance against loss or damage to the content of any structures constituting any part of the PROPERTY by fire and lightning, vandalism, and malicious mischief insurance. TEAC'S insurance shall be in an amount equal to the replacement cost (without deductible clauses for any one loss of not to exceed Five Thousand Dollars (\$5,000.00) of personal PROPERTY located within or on the PROPERTY, (including the contents of the building such as furniture furnishings, equipment and trade fixtures).

10. Assignment.

No assignment or any interest in this AGREEMENT shall be valid or operative unless CITY shall formally approve the assignee and assignee executes a contract with CITY on the same terms or conditions as the assigned contract. TEAC shall not subcontract without the written consent of CITY.

11. Easement.

This AGREEMENT is made subject to restrictions and conditions of record, to any and all easements and tights of way, and to any and all outstanding interests in, and lights to, minerals and mineral ores, including but not limited to oil, natural gas, hydrocarbon substances,

geothermal steam, brines, and minerals in solution and sand, gravel and aggregates in and underlying the PROPERTY.

12. Right of Entry.

CITY or its representatives shall upon giving TEAC twenty-four (24) hours' notice of intention to enter during normal working hours (8 a.m. to 5 p.m.), or forty-eight (48) hours' notice of intention to enter outside of normal working hours, have the right to enter the PROPERTY at any time during the term of this AGREEMENT (i) to inspect the PROPERTY; (ii) for any purpose connected to the AGREEMENT; and (iii) for any unlawful purpose.

13. Non Performance and Termination.

Any event of nonperformance of any term, condition, or equivalent in this AGREEMENT by either party that is not cured within 30 days written notice there of shall be m1 event default. Upon default, the non-defaulting party may, notwithstanding any other available right/remedy elect to terminate this AGREEMENT. The term "nonperformance" as used herein shall also include the inability of TEAC to accomplish the purpose of this AGREEMENT as set forth above including but not limited to, the CITY either not receiving or not accepting the anticipated funding from the California Department of Education or the termination of the SUBCONTRACT.

Upon expiration or earlier termination of this AGREEMENT, TEAC shall surrender the PROPERTY to CITY in as good a condition and repair as existed on the date of this AGREEMENT, less reasonable wear and tear. The PROPERTY shall be surrendered without delay or hindrance.

14. Governing Law.

Any controversy or claim arising out of, or relating to, this AGREEMENT which cannot be settled without court action shall be litigated either in the appropriate State court for Fresno County, California, or as appropriate in the U.S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and perf01mance of this AGREEMENT shall be governed in all respects by the laws of the State of California,

15. Attorney's Fees.

Both parties agree in the event it becomes necessary for the non-breaching party to enforce any of the provisions of this Agreement, the breaching party is to pay a reasonable amount as and for attorney's fees as may be determined by the Court.

16. <u>Notice.</u>

Any notice or other communications required or permitted by this AGREEMENT or by law to be served on or given to either party to this AGREEMENT by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the patty to

whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

CITY

City of Orange Cove 633 Sixth Street Orange Cove, CA 93646 Attention: City Manager

TEAC

Target Eight Advisory Council Inc. 555 G Street Orange Cove, CA 93646 Attention: Secretary-Treasurer

17. Entirety-Succession.

This AGREEMENT represents the entire AGREEMENT between the parties with respect to the subject matter hereof, superseding all prior negotiations, representations, and contracts, and constitutes the entire AGREEMENT concerning CITY's use of the PROPERTY by TEAC.

18. Binding on Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of TEAC unless such assignment has been approved by CITY in writing as providing in this AGREEMENT.

19. Authority.

All individuals executing this AGREEMENT on behalf of that entity represent that they are authorized to execute and deliver this AGREEMENT on behalf of that entity.

20. Sole Agreement.

This AGREEMENT constitutes the sole and only AGREEMENT between CITY and TEAC respecting the use of PROPER1Y described in this AGREEMENT. Any agreements or representations respecting the lease of said PROPERTY, not expressly set forth in this AGREEMENT are null and void.

CONTRACTOR and CITY:
City of Orange Cove
Daniel Parra, City Manager
Date
SUBCONTRACTOR AND TEAC:
Target Eight Advisory Council Inc.
[insert signor name and position]
Date



Meeting Date: January 24, 2024

Agenda Item:

City Council Meeting

REPORT TO:

Orange Cove City Council

REPORT FROM:

Shun Patlan, Planner

AGENDA ITEM:

Update Report

ACTION REQUESTED: Ordinance

dinance Resolution

Motion

x Receive/File

Macias Tract Map

Macias Improvements Plans were approved by the city engineer on October 25, 2023. Staff and city engineer drafting the development agreement for the project. Yanez's project engineer will be submitting the final map for city council approval. Construction material has been arriving at the project site.

Blossom Heights Apartments

Mr. Brian Young has submitted the Rezone and General Plan Amendment for the proposed Apartment Project at the Industrial Park. Staff are preparing the required environmental document(s).

Industrial 6.5-Acre Property (Universal Properties)

Mr. Singh and his partners are preparing to file the Rezone, General Plan Amendment and site Plan Applications for the 6.5 acres at the Industrial Park. Staff contacted Mr. Singh and explained that the city was working on the Rezone/General Plan Amendment for the property to the North. We recommended that Mr. Singh provide authorization to include his property in the current review and preparation on the environmental document(s). This would save Mr. Singh valuable time and money if included in the Brian Young Project. Mr. Singh agreed. The draft environmental review will take a couple of months to complete.

<u>Commercial 8-acre Property</u> - On January 11, 2024 staff met with the project engineer to review and discuss some remaining issues on the map. Staff is concerned with possible landlock parcels and the timing of the improvement installations.

Lara Project-

On November 14, 2023, staff prepared and sent the first plan check comment letter to Mr. Lara and his project engineer. On Tuesday January 16, 2024, staff met with Mr. Lara regarding the comment letter. Mr. Lara stated that he is having some issues with the project engineer and said he will be replacing his engineer. That same day Mr. Lara returned and staff met with Mr. Lara and his new draftsman. Staff went over the required revisions needed.

On September 28, 2023, Mr. Lara submitted the required site plan review application and fees to the city for the proposed Tire Shop at the Industrial Park. Staff will be reviewing the submitted site plan.

City Housing Element-

On December 26, 2023, staff received the first comment letter from the Department of Housing and Community Development regarding the city Draft Housing Element. A conference call was held on January 8, 2024, with the COG consultant Ascent Environmental to discuss the HCD comments and to provide a response to the comments. Staff and the consultant will have the information available on January 19, 2024. Ascent will prepare a response letter to HCD within a week or two.

City Doughnuts-

Met with the owner last week. She is having a hard time finding a contractor for the project. Staff is trying to assist the owner.

City Doughnuts submitted improvement plans for a donut shop at the old hardware store at the southwest corner of 5th Street and Park Blvd. The improvement plan has been approved for a building permit. Staff is requesting contractor information for the project prior to issuance.

Code Enforcement Matters

- 1. **203** Park Avenue The city attorney was successful in obtaining an abatement warrant for this property. On October 29, 2023, the property owner was served with the order from the court. The order requires a 30-day waiting period which will expire on November 29, 2023. At this point, if the property is still in non-compliance staff will commence abatement of the public nuisance, Two bids have been solicited for the clean-up.
- 2. On Monday January 8, 2024, the Demolition Contractor started the property clean-up and completed the clean-up on Wednesday January 10, 2024. Staff is now preparing the total costs for the enforcement actions taken and will prepare a property lien document for recording at the County Assessor's Office.

3. 433 Center Street – City attorney was successful in obtaining the abatement warrant for 433 Center Street. Staff were required to serve the property owner with a 30-day notice. The property owner was served on December 26, 2023. The 30-day notice will expire on January 26, 2024. At that point staff can contract with the Demolition Contractor to begin the clean-up of the property.

Donation of Property-

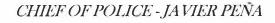
Staff is very close in closing out this process of the land donation from the Bell Trust Estate. It was discovered that one of the trustees had passed and the estate was passed on to another trustee. The city attorney states that we need a copy of the death certificate and appointment of Successor Co-Trustee. On January 15, 2024, Mr. Tim Carter stated that he is waiting to receive a copy of the death certificate and will be providing it to the city went he receives it. This should allow the transfer of the property to the city.

Prepared By:	lus	Approved By:			
Reviewed: City Mana	ager: Fir	nance:	City Attorney:		
Type of Item:	Council Action: Approved	Denied	No Action		
Consent		Public he	aring		
Info Item		Matter In	itiated by a Council Member		
Action Item	<u> </u>	_Other			
Department Rep	oort	Continue	To:		
Redevelopment	Aency		107		



ORANGE COVE POLICE DEPARTMENT

DECEMBER 2023 MONTHLY STATISTICS





PAI	RT 1 CRII				
	NOV	DEC	%	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%	8	11
Burglary	3	1	-67%	16	22
Grand Theft Auto	2	0	33%	22	19
Total Part 1 Crimes	6	2	-67%	53	57
	NOV	DEC	%	YTD	YTD
	2023	2023	Change	2022	2023
Sex Crimes	3	1	-67%	13	13
Narcotics	0	1	100%	30	16
Child Abuse	0	1	100%	5	12
Cilia Abase	U	- 14	10078	3	12
Total Part 2 Crimes	3	3	0%	48	41
			0.70		
	NOV	DEC	%	YTD	YTD
	2023	2023	Change	2022	2023
Total Traffic Collisions	9	8	-11%	47	52
Fatalities	0	0	0%	0	0
Injury	1	0	-100%	4	5
Non Injury	4	4	0%	28	24
Hit & Run	4	4	0%	15	23
	NOV	DEC	%	YTD	YTD
			01	2022	2022
	2023	2023	Change	2022	
Total Traffic Citations	8	5	-38%	217	216
Total Vehicle Stops	8 24	5 26	-38% 8%	217 1,024	216 963
	8	5	-38%	217	216
Total Vehicle Stops	8 24	5 26	-38% 8%	217 1,024	963
Total Vehicle Stops Seatbelt Violations	8 24 1 0 2	5 26 0	-38% 8% -100%	217 1,024 4	216 963 4
Total Vehicle Stops Seatbelt Violations Unsafe Speed Violations	8 24 1 0	5 26 0 0	-38% 8% -100% 0%	217 1,024 4 10	216 963 4 8
Total Vehicle Stops Seatbelt Violations Unsafe Speed Violations Fail To Obey Stop Sign/Light Driving Under the Influence	8 24 1 0 2	5 26 0 0 2	-38% 8% -100% 0%	217 1,024 4 10 32	216 963 4 8 44
Total Vehicle Stops Seatbelt Violations Unsafe Speed Violations Fail To Obey Stop Sign/Light Driving Under the Influence Gang Arrests - Felony	8 24 1 0 2 2	5 26 0 0 2 1	-38% 8% -100% 0% 0% -50% 0%	217 1,024 4 10 32 17	216 963 4 8 44 16
Total Vehicle Stops Seatbelt Violations Unsafe Speed Violations Fail To Obey Stop Sign/Light Driving Under the Influence Gang Arrests - Felony Gang Arrests - Misdemeanor	8 24 1 0 2 2 0	5 26 0 0 2 1	-38% 8% -100% 0% 0% -50% 0%	217 1,024 4 10 32 17	216 963 4 8 44 16
Total Vehicle Stops Seatbelt Violations Unsafe Speed Violations Fail To Obey Stop Sign/Light Driving Under the Influence Gang Arrests - Felony	8 24 1 0 2 2 2 0	5 26 0 0 2 1 0	-38% 8% -100% 0% 0% -50% 0%	217 1,024 4 10 32 17 0	216 963 4 8 44 16 1

	NOV	DEC	%	YTD	YTD
	2023	2023	Change	2022	2023
5150	6	2	-67%	69	107
Agency Assist	7	8	14%	69	85
Battery	2	2	0%	10	16
Evading/Obstructing Officer	1	1	0%	11	22
Fraud	0	1	100%	9	19
Identity Theft	0	0	0%	0	3
Spousal Abuse	6	3	-50%	50	59
Grafitti/Vandalism	2	2	0%	40	49
Veh. Burglaries	0	1	100%	2	13
General Incidents	18	21	17%	158	254
Weapons Confiscated	0	1	100%	15	15
Petty Theft	5	7	40%	28	54
Public Intoxication	0	1	100%	13	16
Suspended License	2	1	-50%	15	20
Unlicensed Drivers	3	3	0%	74	87
Vehicles Towed	2	1	-50%	91	58
Vehicles Released	2	1	-50%	44	30
Case Number Drawn	106	102	-4%	1,211	1,382