



**AGENDA  
ORANGE COVE CITY COUNCIL  
REGULAR MEETING**

**Wednesday, June 26th, 2024**

**6:30 PM**

City of Orange Cove Council Chambers

633 6<sup>th</sup> St.

Orange Cove, CA 93646

**ZOOM Information**

<https://us06web.zoom.us/j/83584247726?pwd=wpejHF5LI2BpbLTslaIVuPnrC93Wjb.1>

Meeting ID: 835 8424 7726

Passcode: 732840

**1. CALL TO ORDER/WELCOME**

Roll call

Invocation

Flag Salute (Pledge of Allegiance)

**2. CONFIRMATION OF AGENDA**

**3. PRESENTATIONS**

- None Scheduled

**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 June 12th, 2024, Regular Meeting of Orange Cove City Council *Cisneros*
- 4.b. Consideration and Necessary Action to Approve and Adopt Resolution No. 2024-14 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for Fiscal Year 2024-25 *Dominguez*
- 4.c. Consideration and Necessary Action to Approve Resolution 2024-15 for Amendment No. 1 to the Engineering Services Contract Agreement with Precision Civil Engineering, Inc., a time and materials basis not to exceed \$450,000, through June 30, 2026 *Dominguez*
- 4.d. Consideration and Necessary Action to Approve Resolution 2024-16 authorizing submittal of the 2023 CalHome Super NOFA Program Application for up to \$600,000 for Owner-Occupied Rehabilitation projects, and Authorize the City Manager or his designee(s) to sign the application, execute the agreement, and any subsequent amendments or modification thereto, as well as any documents required by HCD for participation in the CalHome program *Dominguez*

**5. PUBLIC HEARING**

- 5.a. **SUBJECT:** Consideration and Necessary Action on Approval of Resolution No. 2024-17, Approving the Rate Increase for Solid Waste Refuse Services *Crouch*  
  
**RECOMMENDATION:** Approve and Adopt Resolution No. 2024-17 approving the rate increase for solid waste refuse services

**6. REGULAR BUSINESS**

- 6.a. **SUBJECT:** Consideration and Necessary Action on the Budget for Fiscal Year 2024-205 and the Adoption of:  
Resolution 2024-18 Approving City Operating/Capital Budget 2024-2025  
Resolution 2024-19 Authorizing Full-Time and Part-Time Positions 2024-2025  
Resolution 2024-20 Adopting the Master Salary Tables 2024-2025  
Resolution 2024-21 Adopting the Annual Investment Policy 2024-2025  
Resolution 2024-22 Establishing Annual Appropriations Limit (GANN) *Parra-Chaffee*

**RECOMMENDATION:** Approve and Adopt the Budget for Fiscal Year 2024-2025 and the Adoption of:  
the Budget for Fiscal Year 2024-205 and the Adoption of:  
Resolution 2024-18 Approving City Operating/Capital Budget 2024-2025  
Resolution 2024-19 Authorizing Full-Time and Part-Time Positions 2024-2025  
Resolution 2024-20 Adopting the Master Salary Tables 2024-2025  
Resolution 2024-21 Adopting the Annual Investment Policy 2024-2025  
Resolution 2024-22 Establishing Annual Appropriations Limit (GANN)

**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 Department  
Chief of Police Javier Peña  
**RECOMMENDATION:** *Informational Only*
  
- 7.d. **Orange Cove Fire Protection District** *Fire Chief*  
**SUBJECT:** Department Report by O.C. Fire Protection District  
Fire Chief  
**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**

None scheduled

**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 the City's website at [cityoforangecove.com](http://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.





## ORANGE COVE CITY COUNCIL REGULAR MEETING

Wednesday, June 12, 2024, at 6:30 PM  
City Council Chambers-  
633 6<sup>th</sup> Street, Orange Cove, CA 93646  
**MINUTES**

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### **1. MEETING CALLED TO ORDER**

Mayor Guerra-Silva called the meeting to order at 6:30 PM

#### **ROLL CALL**

##### **COUNCIL PRESENT:**

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

**CITY STAFF PRESENT:** City Manager Parra, Assistant City Manager/Director of Public Works Director Dominguez, Director of Building/Planning Encarnacion "Shun" Patlan, City Attorney Crouch, Police Chief Pena, and City Clerk Cisneros.

**Invocation:** Mayor Pro Tem Garcia

**Flag Salute:** Council Member Josie Cervantes

### **2. CONFIRMATION OF AGENDA**

No changes to the agenda.

### **3. PRESENTATION**

None scheduled

### **4. CONSENT CALENDAR**

**4.a.** Minutes of the May 08, 2024, Regular Meeting of Orange Cove City Council

**4.b.** Minutes of the May 30, 2024, Special Meeting of Orange Cove City Council

**4.c.** Warrant Register April-May 2024

**4.d.** Consideration and Necessary action to Approve and Adopt Resolution No. 2024-12 Calling and Giving Notice of a General Municipal Election to be held in the City of Orange Cove on Tuesday, November 5, 2024, for the Election of Certain Officers; Requesting

the Board of Supervisors of the County of Fresno to Consolidate and Canvass the Election; Authorizing the County Clerk/Registrar of Voters of Fresno County to Render Specific Services to the City of Orange Cove Relating to the Conduct of the General Municipal Election and Appropriating Funds to Pay for Said Services; and Establishing Regulations for Candidates Pertaining to Candidate

**Contested Consent Calendar Item 4.e. was removed for further discussion.**

The motion was made by Council Member Cervantes to approve the consent calendar and seconded by Council Member Rodriguez. The motion carried with the following vote:

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

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

**Discussion on Contested Calendar Item:**

**4.e.** Consideration/Necessary Action/Approve/Adoption of Resolution No. 2024-10 for the acceptance of the easement dedication necessary to access and construct a street paving, curb & gutter, and utilities to serve future Sequoia View Park. In addition to the need to provide future park access to the general public, the easement is required in the near term to construct stormwater infrastructure required to complete the Park Boulevard Infrastructure Improvements Project

Assistant City Manager/Public Works Director Dario Dominguez addressed the council on this matter.

The motion was made by Council Member Garcia to approve and adopt Resolution No. 2024-10 and seconded by Council Member Cervantes

The motion carried with the following vote:

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

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

## **5. REGULAR BUSINESS**

**5.a.** Consideration/Necessary Action/Approve/Adoption of Resolution No. 2024-11 Confirming Costs Expended in the Abatement of a Public Nuisance on Commercial Property at 433 Center Street and Authorization for the Placement of Liens and or Possible Special Assessment to Recover Costs  
Planning Director Encarnacion "Shun" Patlan addressed the council.

Public Comment: One member of the public spoke.

The motion was made by Council Member Rodriguez to approve and adopt Resolution No. 2024-11 and seconded by Council Member Vacio

The motion carried with the following vote:

AYES: 5 COUNCIL MEMBERS: Rodriguez, Vacio, Garcia, Guerra-Silva

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None



**5.b.** Consideration/Necessary Action/Approve/Adoption on  
The First Reading and Introduction of Ordinance No. 397 which  
Amends Chapter 17.12, Section 17.12.120 of the Orange  
Cove Municipal Code

Planning Director Encarnacion "Shun" Patlan addressed the council.

The motion was made by Council Member Cervantes to approve and adopt  
Ordinance No 397 and seconded by Council Member Garcia

The motion carried with the following vote:

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

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

**5.c.** Consideration/Necessary Action/Approve Mobile Food Vendor Pilot Policy

Building/Planning Director Encarnacion "Shun" Patlan addressed the council.

Public Comment: One member of the public spoke.

The motion was made by Council Member Rodriguez to approve the Mobile Food  
Vendor Pilot Policy and seconded by Council Member Garcia

The motion carried with the following vote:

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

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

**5.d.** Consideration/Necessary Action/Approve Approve and Adopt Resolution 2024-13,  
Awarding the contract for the Sheridan Park Playground Equipment  
Procurement & Installation to the KYA Group in the amount of  
\$639,055.68, and provide a \$64,000 (~10%) contingency to deal with  
any unforeseen issues that might arise during the course of construction for a total  
encumbrance of \$702,961.32. Staff further recommends  
that the City Manager and/or his designee be authorized to execute the Agreement.

Assistant City Manager/Public Works Director Dario Dominguez addressed the council.

Public Comment: One member of the public spoke.

The motion was made by Council Member Cervantes to Adopt Resolution 2024-13,  
and seconded by Council Member Garcia.

The motion carried with the following vote:

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

NOES: 0 COUNCIL MEMBERS: None

ABSENT: 0 COUNCIL MEMBERS: None

## **6. PUBLIC HEARING**

None scheduled

## **7. ADMINISTRATION**

### **Department Reports-Information Only**

7.a. **Public Works Director & City Engineer**

Assistant City Manager-

Public Works Director Dario Dominguez

- Staff working on weeds/debris/clean up on the rails and trails
- Alley cleanup/downtown cleanup has begun
- 4<sup>th</sup> & Adams 3-way stop sign to be installed
- Pruning trees around city stop signs and signs in general
- Working on getting a final reimbursement on the solar project
- Paving projects 95% design complete. Expect to start in late summer.
- Currently assessing the next paving project for FY 2024-2025
- Some alleys will get paved through CMAQ funding.

Public Comment: One member of the public spoke.

7.b. **Building & Planning Department**

Director Encarnacion "Shun" Patlan

- Macias Tract Map underground infrastructure has been completed Currently working on the model plan. Starting construction in late August.
- Mr. Singh-The property for apartment construction has been reconsidered. Interested in building single/two-story homes The city may rezone to residential.
- Mr. Singh-The commercial 8-acre. Tentative parcel map was accepted. Approval of the tentative map will be taken to the Planning Commission Meeting on July 9, 2024.
- The Lara Project-Revised site plan was received.
- Housing Element the city received substantial compliance. There will be a subsequent meeting and brought back to council. A Fresno Council of Government Representative will be present at that time.
- Property at 433 Center Street and Authorization for the Placement of Liens and or Possible Special Assessment to Recover Costs

7.c. **Police Department**

Chief of Police Javier Peña

- Part 1 Crime-In good standing
- Narcotics/Graffiti/Vandalism-An increase in this area
- Department of Justice loaning the police department state of the art cameras for 45 days
- A second multiagency taking place in June. The police department will return the favor.
- Current staffing levels are at 10. Losing two officers to the City of Dinuba. There are two currently going through the background process. Should be fully staffed in August with start of new school year.

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

Fire Chief Tom Greenwood-Not present

**8. PUBLIC COMMENTS**

One Member of the public spoke.

**9. CITY MANAGER'S REPORT**

- Farmer's Market-Tentative dates: 7/17, 7/31, 8/14, 8/28, 9/16 Celebration
- Received a bid to repaint the community center. Color schemes will be brought at a later time.
- New employees working here at the city Public Works/Police Department City Hall. They are through the Summer Work Experience Program and they'll be working 100 hours.

- We have hired Patrick for 60 Days, former Finance Director. In contingent with our current budget, we hope to keep him for 4-6 months. Patrick is working on the new fiscal year budget and two past-due audits.

## **10. CITY ATTORNEY'S REPORT**

Nothing to report

## **11. CITY COUNCIL COMMUNICATIONS**

- Council Member Vacio thanked Chief Pena and the Officers for their assistance in the procession for the Catholic Church.
- Mayor Pro Tem Garcia thanked the Orange Cove High School Softball team for inviting council to their banquet. Also mentioned the news segment about the college success rate that Orange Cove High School has.

## **12. CLOSED SESSION**

A closed session is needed to discuss the following matters:  
Conference with Labor Negotiators (§54957.6)  
Agency designated representatives: Daniel Parra, City Manager  
Employee organization: Local 39

Conference with Legal Counsel – Anticipated Litigation  
Significant exposure to litigation pursuant to § 54956.9(b): 2 cases

The meeting went into closed session at 8:02 PM

No members of the public spoke.

## **13. RECONVENE INTO OPEN SESSION AND REPORT ACTION**

The meeting reconvened into open session at 9:30 PM.

There was no reportable action taken on any of the items.

**14. ADJOURNMENT:** There being no further business, the meeting was adjourned at 9:30 PM.

Respectfully submitted,

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Cynthia Cisneros  
City Clerk

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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:** Approve Resolution No. 2024-14 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for Fiscal Year 2024-25.

**Attachments:** Resolution No. 2024-14

**RECOMMENDATION:**

Approve Resolution No. 2024-14 for a project list of SB 1 Local Streets and Road Maintenance and Rehabilitation Account funds for Fiscal Year 2024-25.

**BACKGROUND:**

In April 2017, the California State Legislature passed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017. As part SB 1, specific transparency and accountability provisions must be met to ensure that the public is aware of the projects that have been completed utilizing SB 1 funds. In 2019, all City streets were evaluated and rated as part of a pavement management system update. The pavements have been evaluated to determine their Pavement Condition Index (PCI). The PCI scale ranges from 100 (new road) to 0 (gravel road).

Each year, the City is required to update and provide a list of proposed projects to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), in accordance with SB 1. Cities and Counties must annually adopt a resolution with a list of projects they anticipate funding with SB1 funds. The project lists must be submitted to the California Transportation Commission (CTC) by July 1 to be eligible for SB 1 funding for the following fiscal year.

For FY 24-25, the City is expected to have a total of \$715,528 from the RMRA fund. This also includes previously unused funds, with interest.

Staff recommends for FY 24-25 project, to resurface 6th Street between Adams Avenue and C Street.

**CONFLICT OF INTEREST:**

None.

**FISCAL IMPACT:**

Adoption of the project and resolution will allow the City to maintain eligibility to receive the FY 24-25 SB1 funds.

Prepared by: Public Works Director

Approved by: Dario Dominguez

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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

Action Item

Other

Department Report

Continued to: \_\_\_\_\_

\_\_\_\_ Redevelopment Agency



## RESOLUTION NO. 2024-14

### RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$224,946 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

**WHEREAS**, the City, has an estimated unused funds of \$490,582.18 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

**WHEREAS**, this is the 8th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate one street, throughout the City this year and similar projects into the future; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Orange Cove, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed project will be funded in-part or solely with Fiscal Year 2024-25 Road Maintenance and Rehabilitation Account revenues:

**Project:** 6<sup>th</sup> Street Rehabilitation project

**Description:** Resurface the street

**Location:** 6<sup>th</sup> Street between Adams Avenue and C Street

**Estimated Useful Life:** 15 years.

**Anticipated Year of Construction:** 2025

**PASSED AND ADOPTED** by the City Council of City of Orange Cove, State of California this 26<sup>th</sup> day of June 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

**APPROVED:**

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Diana Guerra Silva, Mayor

**ATTEST:**

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Cynthia Cisneros, City Clerk



# CITY OF ORANGE COVE

## REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Dario Dominguez, Public Works Director  
**Subject:** Approve Resolution 2024-15 for Amendment No. 1 to the Engineering Services Contract Agreement with Precision Civil Engineering, Inc  
**Attachments:** Resolution 2024-15  
Amended Agreement No. 1  
New Rate Schedule

**RECOMMENDATION:**

Approve Amendment No. 1 to the Engineering Services Contract Agreement with Precision Civil Engineering, Inc. a time and materials basis not to exceed \$450,000, through June 30, 2026.

**BACKGROUND:**

The current Engineering Services Agreement with Precision Civil Engineering was approved September 13, 2023. Staff is requesting an amendment to increase the new fee rates and to extend the length of the agreement.

Precision Civil Engineering has provided city engineering services to the City since September 2023. Services have ranged from design of capital improvement projects, review of final maps, and private development projects, and planning services. The engineering rates since last fall have increased and hence the need for the contract amendment. Fees for subdivisions and private development projects, and inspections, will be collected from developers. City projects will primarily be collected by awarded grants.

**CONFLICT OF INTEREST:**

None.

**FISCAL IMPACT:**

Expenses for on-call civil engineering services will be included in the fiscal year 2024/25 adopted budget. Additionally, many of these costs are offset by developer fees for services and grant reimbursements.

Prepared by: Public Works Director

Approved by: Dario Dominguez

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

<b>TYPE OF ITEM:</b>	<b>COUNCIL ACTION:</b>	<b>APPROVED</b>	<b>DENIED</b>	<b>NO ACTION</b>
<input checked="" type="checkbox"/> Consent				<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Info Item				<input type="checkbox"/> Matter Initiated by a Council Member
<input type="checkbox"/> Action Item				<input type="checkbox"/> Other
<input type="checkbox"/> Department Report				<input type="checkbox"/> Continued to: _____
<input type="checkbox"/> Redevelopment Agency				

**RESOLUTION NO. 2024-15**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE,  
CALIFORNIA, APPROVING ADDENDUM NO. 1 TO THE PROFESSIONAL  
SERVICES AGREEMENT WITH PRECISION CIVIL ENGINEERING, INC.**

**WHEREAS**, the City and Precision Civil Engineering, Inc have entered into an Agreement for City Engineering Services on September 13, 2023; and

**WHEREAS**, City Council has considered Addendum No. 1 to the Professional Services Agreement for City Engineering Services.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Orange Cove, State of California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Addendum No. 1 to the Professional Services Agreement between the City of Orange Cove and Precision Civil Engineering, Inc., is hereby approved and the City Manager is authorized to sign the Agreement on behalf of the City.
3. That the City Clerk shall certify to the adoption of the Resolution and that the same be in full force and effect.

**PASSED AND ADOPTED** by the City Council of City of Orange Cove, State of California this 26<sup>th</sup> day of June 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

**APPROVED:**

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Diana Guerra Silva, Mayor

**ATTEST:**

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Cynthia Cisneros, City Clerk



## **CITY OF ORANGE COVE**

### **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CITY ENGINEERING SERVICES**

This First Amendment to Professional Services Agreement for City Engineering Services ("First Amendment") 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 First Amendment. This First Amendment shall be effective on June 26, 2024 (Effective Date").

#### **RECITALS**

A. City and Consultant entered into a Professional Services Agreement for Interim City Engineering Services on or about September 13, 2023, ("the Agreement") whereby Consultant agreed to perform the tasks ("Services") described and set forth in Exhibit A of the original agreement, attached hereto and incorporated herein as though set forth in full ("Scope of Services"); and

B. Due to the continuing workload associated with ongoing projects, engineering services are continually needed beyond the originally identified expiration date of the Agreement; and

C. The Parties desire to enter into this First Amendment in order to (1) amend the expiration date associated with the Agreement; and (2) amend the allowance for payment terms throughout that period in accordance with the previously approved rate schedule.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants made by the City and Consultant, contained herein and other consideration, the value and adequacy of which are hereby acknowledged, City and Consultant agree as follows:

1. Agreement Changes. Section's 3 (TERM), 4 (PAYMENT), of the Agreement are amended as follows:

TERM: This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2026, unless sooner terminated pursuant to the provisions of this Agreement. Additionally, City and Consultant mutually agree that this Agreement shall be, upon approval of the City Council, extended for successive one-month periods at the end of the

initial term and each extended term thereafter, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the initial or such extended term, respectively.

**PAYMENT:** The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the contracted tasks. This amount shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. Work for projects which are reimbursed by grant awarded projects shall be billed at the Non-General Fund Rate.

Now, therefore, the City and Consultant have executed this First Amendment on the date set forth below:

PRECISION CIVIL ENGINEERING, INC.

CITY OF ORANGE COVE

\_\_\_\_\_  
Edward D. Dunkel Jr

President

\_\_\_\_\_  
Daniel T. Parra

City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

City of Orange Cove  
633 6<sup>th</sup> Street  
Orange Cove, Ca 93646  
559-626-4488

**Approved as to Form:**

**Attest:**

\_\_\_\_\_  
Megan N. Crouch, City Attorney

\_\_\_\_\_  
Cynthia Cisneros, City Clerk

Attachments:

1. Professional Services Agreement with Precision Civil Engineering, Inc. for City Engineering Services , September 13, 2023.

**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



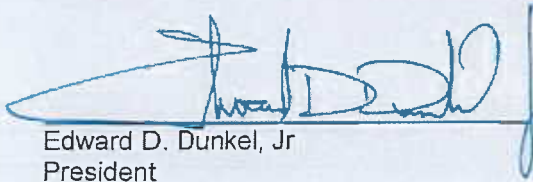
Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this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

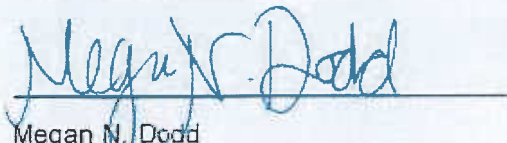


Edward D. Dunkel, Jr  
President

Date: 9/25/2023

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

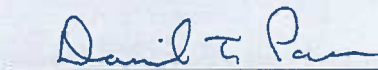
**Approved as to Form:**



Megan N. Dodd  
City Attorney

Date: 9-27-23

**CITY OF ORANGE COVE**



Daniel T. Parra  
Interim City Manager

Date: 9-13-23

City of Orange Cove  
633 6<sup>th</sup> Street  
Orange Cove, CA 93646  
559-626-4488

**Attest:**



Melanie A. Carter  
Interim City Clerk

Date: 9-13-23

## 2024 GENERAL FEE SCHEDULE

The Firm (Precision Civil Engineering, Inc.) shall perform the services outlined in this agreement for the stated fee arrangement.

### ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

### FEE:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be an hourly basis, the rates shall be those that prevail at the time services are rendered. The 2023 rates are provided below. Reimbursable expenses are to be billed separately, if applicable.

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%

### BILLINGS/PAYMENTS/LATE PAYMENTS:

In the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, such invoice shall bear interest at ten percent (10%) per annum until paid. Further, in the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, the Firm shall have the right to immediately suspend all further work until such invoice is paid. The Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not constitute a breach or default of any agreement between the Firm and the Client. In addition, the Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not subject the Firm to any claim of any kind from any party for any delays or damages caused by such suspension, and the Client shall indemnify, defend and hold the Firm harmless from the same.

### INDEMNIFICATION:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

### RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any course or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

### TERMINATION OF SERVICES:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this agreement shall remain the property of the Firm and the Client.

### APPLICABLE LAWS:

Unless otherwise specified, the laws of the State of California shall govern this agreement.

### CONFIDENTIALITY:

This document shall not be read, copied, disclosed or used by any person other than the intended recipient.

Fees represented in Schedule of Conditions are applicable until 12/31/2024.





## 2024 GRANT FEE SCHEDULE

The Firm (Precision Civil Engineering, Inc.) shall perform the services outlined in this agreement for the stated fee arrangement.

### ACCESS TO SITE:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

### FEE:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be an hourly basis, the rates shall be those that prevail at the time services are rendered. The 2023 rates are provided below. Reimbursable expenses are to be billed separately, if applicable.

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.

### BILLINGS/PAYMENTS/LATE PAYMENTS:

In the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, such invoice shall bear interest at ten percent (10%) per annum until paid. Further, in the event that the Client fails to pay any invoice of the Firm within forty-five (45) days of its receipt, the Firm shall have the right to immediately suspend all further work until such invoice is paid. The Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not constitute a breach or default of any agreement between the Firm and the Client. In addition, the Firm's decision to suspend work on account of the Client failure to timely pay any invoice shall not subject the Firm to any claim of any kind from any party for any delays or damages caused by such suspension, and the Client shall indemnify, defend and hold the Firm harmless from the same.

### INDEMNIFICATION:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against Consultant unless the Client has first provided Consultant with a written certification executed by an independent design professional currently practicing in the same discipline as Consultant and licensed in the State of California. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

### RISK ALLOCATION:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any course or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

### TERMINATION OF SERVICES:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### OWNERSHIP OF DOCUMENTS:

All documents produced by the Firm under this agreement shall remain the property of the Firm and the Client.

### APPLICABLE LAWS:

Unless otherwise specified, the laws of the State of California shall govern this agreement.

### CONFIDENTIALITY:

This document shall not be read, copied, disclosed or used by any person other than the intended recipient.

Fees represented in Schedule of Conditions are applicable until 12/31/2024.





# CITY OF ORANGE COVE

## REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Dario Dominguez, Public Works Director  
**Subject:** Approve Resolution 2024-16 authorizing submittal of the 2023 CalHome Super NOFA Program Application  
**Attachments:** Resolution 2024-16  
Resolution 2023-10

**RECOMMENDATION:**

Approve Resolution 2024-16 authorizing the submittal of an application to the CalHome Program for up to \$600,000 for Owner-Occupied Rehabilitation projects, and

Authorize the City Manager or his designee(s) to sign the application, execute the agreement, and any subsequent amendments or modification thereto, as well as any documents required by HCD for participation in the CalHome program..

**BACKGROUND:**

On February 22, 2023 Resolution 2023-10 was approved the City Council authorizing the submittal application to the NOFA program. The application was submitted on time, however, the resolution was discovered to have discrepancies. The resolution before you, resolves any inconsistencies and will allow the City to enter into an agreement with the California Department of Housing and Community Development.

**CONFLICT OF INTEREST:**

None.

**FISCAL IMPACT:**

Self Help Enterprises (SHE) charged a fee to prepare the application. Once the application is awarded, the activity costs will be paid for by the grant. SHE will also charge a fee for administrative services over the three year grant term.

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

Action Item

Department Report

Redevelopment Agency

Public Hearing

Matter Initiated by a Council Member

Other

Continued to: \_\_\_\_\_



## RESOLUTION NO. 2024-16

**A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.**

**WHEREAS**, the City of Orange Cove (City) wishes to apply for and receive an allocation of funds through the CalHome Program; and

**WHEREAS**, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Super Notice of Funding Availability ("NOFA") on January 6, 2023 for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 Division 31 of the Health and Safety Cod (the "statute. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

**WHEREAS**, the City of Orange Cove wishes to submit an application to obtain from HCD an allocation of CalHome funds up to \$600,000.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Orange Cove, State of California, as follows:

**PASSED AND ADOPTED** by the City Council of City of Orange Cove, State of California this 26<sup>th</sup> day of June 2024, by the following vote:

1. The City of Orange Cove shall submit to HCD an application to participate in the CalHome Program in response to the Super NOFA issued on January 6, 2023, which will request a funding allocation for the following activity: Owner-Occupied Rehabilitation Assistance for \$600,000.
2. If the application for funding is approved, the City of Orange Cove hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The

application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timeliness represented in the application are enforceable through the Standard Agreement. The City of Orange Cove acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

3. The City of Orange Cove authorizes the City Manager, or designee(s) to execute in the name of the City of Orange Cove, the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

Ayes:

Noes:

Abstain:

Absent:

**APPROVED:**

---

Diana Guerra Silva, Mayor

**ATTEST:**

---

Cynthia Cisneros, City Clerk

**RESOLUTION NO. 2023-10**

**THE GOVERNING BOARD OF**

**CITY OF ORANGE COVE**

**HEREBY AUTHORIZES THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM.**

**WHEREAS:**

- A. The City of Orange Cove (City) wishes to apply for and receive an allocation of funds through the CalHome Program; and
- B. The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Super Notice of Funding Availability ("NOFA") on January 6, 2023 for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 Division 31 of the Health and Safety Cod (the "statute. Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and
- C. The City of Orange Cove wishes to submit an application to obtain from HCD an allocation of CalHome funds up to \$600,000.

**IT IS NOW THEREFORE RESOLVED THAT:**

- 1. The City of Orange Cove shall submit to HCD an application to participate in the CalHome Program in response to the Super NOFA issued on January 6, 2023, which will request a funding allocation for the following activity: Owner-Occupied Rehabilitation Assistance for \$600,000.
- 2. If the application for funding is approved, the City of Orange Cove hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timeliness represented in the application are enforceable through the Standard Agreement. The City of Orange Cove acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.
- 3. The City of Orange Cove authorizes the City Manager, or designee(s) to execute in the name of the City of Orange Cove, the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

**PASSED AND ADOPTED** this 22nd Day of February, 2023, by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

The undersigned City Clerk of the City of Orange Cove there before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

---

June Bracamontes, City Clerk  
City of Orange Cove

---

Date

The undersigned City Clerk of the City of Orange Cove there before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

---

June Bracamontes, City Clerk  
City of Orange Cove

---

Date





# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Megan Crouch, City Attorney  
**Subject:** Approval of Resolution No. 2024-17, Approving the Rate Increase for Solid Waste Refuse Services  
**Attachments:** Resolution No. 2024-17

**RECOMMENDATION:**

Staff recommends that the Council approve Resolution No. 2024-17, approving the rate increase for solid waste refuse services.

**BACKGROUND:**

The City initiated and conducted a rate study with SCS Engineers. The rate study determined that the City's current refuse rates were not sufficient for the cost of operating solid waste collection services.

On May 10, 2024, the City sent the required notices to property owners regarding its intent to raise refuse rates based upon the above rate study.

**FISCAL IMPACT:**

Increase in recovery of operating costs for solid waste.

**CONFLICT OF INTEREST:**

None.

Prepared by: City Attorney \_\_\_\_\_

Approved by: Megan Crouch \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent				<u>  X  </u> Public Hearing
_____ Info Item				_____ Matter Initiated by a Council Member
<u>  X  </u> Action Item				_____ Other
_____ Department Report				_____ Continued to: _____
_____ Redevelopment Agency				

**RESOLUTION NO. 2024-17**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE,**  
**CALIFORNIA, APPROVING THE RATE INCREASE FOR SOLID WASTE REFUSE**  
**SERVICES**

**WHEREAS**, the City of Orange Cove (“City”) by and through franchisee Mid-Valley Disposal, LLC is obligated to (1) provide its citizens with reliable and equitably priced commercial and residential solid waste collection services, and (2) operate its solid waste collection division in an efficient and economical manner; and

**WHEREAS**, the City, by and through franchisee Mid Valley Disposal, LLC, is responsible for operating the solid waste collection division in such a manner that revenues from the collection of solid waste shall at least equal the costs of operation, including all maintenance and operating, administrative and general, debt service, capital improvements, tax-related payments and other costs incurred in complying with prudent business practices; and

**WHEREAS**, the City completed a solid waste rate study with SCS Engineers, which demonstrated that the current solid waste rates were not sufficient for the cost of operating solid waste collection services.

**WHEREAS**, on May 10, 2024, the City mailed written notices to all record owners directly liable to pay for such commercial and residential solid waste collection services, of the City’s intent to hold a public hearing on June 26, 2024, at 6:30 P.M., to adjust the rates for such solid waste collection services; and

**WHEREAS**, the notice further provided that at the time of the public hearing, the City Council of the City of Orange Cove will hear and consider all written comments, protests, and objections concerning these matters and will consider and may adopt the specified rates; and

**WHEREAS**, a copy of the text of such notice is attached hereto as “Exhibit A” and incorporated herein by this reference; and

**WHEREAS**, a public hearing was commenced by the City Council on the proposed solid waste rate increases on June 26, 2024 at 6:30 p.m. and at 633 6<sup>th</sup> St., Orange Cove, CA 93646, the City Council of the City of Orange Cove to receive and consider the oral and written comments, protests and/or other objections from the public to the commercial and residential solid waste rates, and after receipt and consideration thereof the City Council concluded the public hearing; and

**WHEREAS**, at the time of the public hearing, \_\_\_\_\_ written protests and/or objections concerning these matters were received; and

**WHEREAS**, at the time of the public hearing, the City had \_\_\_\_\_ commercial and residential solid waste customers, with the number comprising a majority of such customers being \_\_\_\_\_, and thus did not receive a majority protest to the proposed commercial and solid waste rates; and

**WHEREAS**, the City Council intends to adopt and establish the proposed commercial and residential solid waste rates.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Orange Cove hereby resolves as follows:

**SECTION 1.** That all above recitals are true and correct.

**SECTION 2.** On the basis of the rate study performed by SCS Engineers and all other evidence submitted by the City during the City Council’s June 26, 2024 public hearing, the City Council hereby finds and determines that the increased rates, set forth in the rate schedule attached hereto as “Exhibit B” and incorporated herein by this reference, are for the purpose of addressing the increased costs of service, and further finds and determines that the increased rates do not exceed the reasonable costs incurred by the City in the provisions of those services and are exempt from the provisions of the California Environmental Quality Act under Public Resources Code section 21080(b)(8)

**SECTION 3.** That a majority of the record owners directly liable to pay such rates, did not provide written comments, objections or protests to the proposed rate adjustments to commercial and residential solid waste collection services.

**SECTION 4.** The rate adjustments for commercial and residential solid waste collection services, attached hereto as Exhibit B, are hereby approved and established.

**SECTION 5.** The rates, fees and charges set forth in this resolution shall be operative beginning July 1, 2024, and shall be billed with the first billing cycle beginning in July 2024.

**PASSED, ADOPTED AND APPROVED** this 26th day of June, 2024 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Approved \_\_\_\_\_  
DIANA GUERRA SILVA  
Mayor

Attest:

\_\_\_\_\_  
CYNTHIA CISNEROS  
CITY CLERK



## ATTACHMENT A

### Proposed Rate Schedule for City of Orange Cove

	Current	July 1 2024	July 1 2025	July 1 2026	July 1 2027	July 1 2028
		various	0.0%	4.0%	4.0%	4.0%
<b>RESIDENTIAL SERVICE</b>						
Standard 3-96 gallon Containers	\$ 21.03	\$ 25.87	\$ 25.87	\$ 26.90	\$ 27.98	\$ 29.10
64G Trash - 64G Organics - 96G Recycle	n/a	\$ 24.15	\$ 24.15	\$ 25.12	\$ 26.12	\$ 27.16
Extra Cart	n/a	\$ 11.00	\$ 11.00	\$ 11.44	\$ 11.90	\$ 12.38
<b>COMMERCIAL REFUSE BUNDLE</b>						
All commercial refuse rates include a 96 gallon recycle cart at no charge						
96 gallon 1x week	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99
96 gallon 2x week	n/a	\$ 77.00	\$ 77.00	\$ 80.08	\$ 83.28	\$ 86.61
96 gallon 3x week	n/a	\$ 111.00	\$ 111.00	\$ 115.44	\$ 120.06	\$ 124.86
2 yard bin 1x/wk	n/a	\$ 125.00	\$ 125.00	\$ 130.00	\$ 135.20	\$ 140.61
2 yard bin 2x/wk	n/a	\$ 245.00	\$ 245.00	\$ 254.80	\$ 264.99	\$ 275.59
2 yard bin 3x/wk	n/a	\$ 370.00	\$ 370.00	\$ 384.80	\$ 400.19	\$ 416.20
3 yard bin 1x/wk	\$ 86.08	\$ 156.00	\$ 156.00	\$ 162.24	\$ 168.73	\$ 175.48
3 yard bin 2x/wk	\$ 170.99	\$ 315.00	\$ 315.00	\$ 327.60	\$ 340.70	\$ 354.33
3 yard bin 3x/wk	\$ 189.17	\$ 460.00	\$ 460.00	\$ 478.40	\$ 497.54	\$ 517.44
4 yard bin 1x/wk	n/a	\$ 211.00	\$ 211.00	\$ 219.44	\$ 228.22	\$ 237.35
4 yard bin 2x/wk	n/a	\$ 422.00	\$ 422.00	\$ 438.88	\$ 456.44	\$ 474.70
4 yard bin 3x/wk	n/a	\$ 600.00	\$ 600.00	\$ 624.00	\$ 648.96	\$ 674.92
6 yard bin 1x/wk	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
6 yard bin 2x/wk	n/a	\$ 575.00	\$ 575.00	\$ 598.00	\$ 621.92	\$ 646.80
6 yard bin 3x/wk	n/a	\$ 855.00	\$ 855.00	\$ 889.20	\$ 924.77	\$ 961.76
<b>COMMERCIAL RECYCLING</b>						
96 gallon 2x week or 2nd cart	n/a	\$ 13.33	\$ 13.33	\$ 13.86	\$ 14.41	\$ 14.99
96 gallon 3x week or 3rd cart	n/a	\$ 24.44	\$ 24.44	\$ 25.42	\$ 26.44	\$ 27.50
3 yard bin 1x/wk	n/a	\$ 94.44	\$ 94.44	\$ 98.22	\$ 102.15	\$ 106.24
3 yard bin 2x/wk	n/a	\$ 177.78	\$ 177.78	\$ 184.89	\$ 192.29	\$ 199.98
3 yard bin 3x/wk	n/a	\$ 255.56	\$ 255.56	\$ 265.78	\$ 276.41	\$ 287.47
<b>COMMERCIAL ORGANICS</b>						
64 Gallon 1x/wk	n/a	\$ 18.89	\$ 18.89	\$ 19.65	\$ 20.44	\$ 21.26
64 Gallon 2x/wk	n/a	\$ 33.27	\$ 33.27	\$ 34.60	\$ 35.98	\$ 37.42
64 Gallon 3x/wk	n/a	\$ 50.00	\$ 50.00	\$ 52.00	\$ 54.08	\$ 56.24
1.5 yard bin 1x/wk	n/a	\$ 100.00	\$ 100.00	\$ 104.00	\$ 108.16	\$ 112.49
1.5 yard bin 2x/wk	n/a	\$ 200.00	\$ 200.00	\$ 208.00	\$ 216.32	\$ 224.97
1.5 yard bin 3x/wk	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
<b>SHORT TERM AND SPECIAL</b>						
3 yard bin one-time trash bin	n/a	\$ 166.67	\$ 166.67	\$ 173.34	\$ 180.27	\$ 187.48
Roll Off Delivery	n/a	\$ 83.33	\$ 83.33	\$ 86.66	\$ 90.13	\$ 93.74
20 yard bin trash	n/a	\$ 327.78	\$ 327.78	\$ 340.89	\$ 354.53	\$ 368.71
30 yard bin trash	n/a	\$ 366.67	\$ 366.67	\$ 381.34	\$ 396.59	\$ 412.45
40 yard bin trash	n/a	\$ 416.67	\$ 416.67	\$ 433.34	\$ 450.67	\$ 468.70
Compactor Additional Fee	n/a	\$ 111.11	\$ 111.11	\$ 115.55	\$ 120.17	\$ 124.98
Charge per ton	n/a	\$ 66.67	\$ 66.67	\$ 69.34	\$ 72.11	\$ 74.99
3 yard bin daily rent	n/a	\$ 11.11	\$ 11.11	\$ 11.55	\$ 12.01	\$ 12.49
Roll-Off daily rent	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
Cart Special pick up	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Bin Special pick up per yard	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99

## ATTACHMENT A

### Proposed Rate Schedule for City of Orange Cove

	Current	July 1 2024	July 1 2025	July 1 2026	July 1 2027	July 1 2028
		various	0.0%	4.0%	4.0%	4.0%
<b>OTHER FEES</b>						
Residential Contamination Fee						
1st occurrence (3rd warning)	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
2nd occurrence (4th warning)	n/a	\$ 27.78	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25
Residential Overage Charges						
Overage any container	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Commercial Contamination Fees						
1st occurrence - per yard	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99
2nd occurrence - per yard	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Commercial Overage Charges						
Per yard overage any container	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Cart overage any container	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Bulky Item Pick-up (ea.)	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Damaged Bin Exchange	n/a	\$ 110.00	\$ 110.00	\$ 114.40	\$ 118.98	\$ 123.74
Damaged Cart Exchange						
Locking Bin Fee Monthly	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Push Pull Charge	n/a	\$ 38.89	\$ 38.89	\$ 40.45	\$ 42.07	\$ 43.75
Special Enclosure Access	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99



ADJUNTO A

	Current	Julio 1 2024	Julio 1 2025	Julio 1 2026	Julio 1 2027	Julio 1 2028
		various	0.0%	4.0%	4.0%	4.0%
<b>SERVICIO RESIDENCIAL</b>						
Contenedores standard 3-96 galones	\$ 21.03	\$ 25.87	\$ 25.87	\$ 26.90	\$ 27.98	\$ 29.10
64G Basura - 64G Organicos - 96G Reciclables	n/a	\$ 24.15	\$ 24.15	\$ 25.12	\$ 26.12	\$ 27.16
Contenedor Extra	n/a	\$ 11.00	\$ 11.00	\$ 11.44	\$ 11.90	\$ 12.38
<b>PAQUETE DE BASURA COMERCIAL</b>						
TODAS LAS TARIFAS DE DESECHOCOMERCIALES INCLUYEN UN CARRO DE RECICLAGE DE 96 GALONES SIN CARGO						
96 galones 1x semana	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99
96 galones 2x semana	n/a	\$ 77.00	\$ 77.00	\$ 80.08	\$ 83.28	\$ 86.61
96 galones 3x semana	n/a	\$ 111.00	\$ 111.00	\$ 115.44	\$ 120.06	\$ 124.86
Cubo de 2 yardas 1x semana	n/a	\$ 125.00	\$ 125.00	\$ 130.00	\$ 135.20	\$ 140.61
Cubo de 2 yardas 2x semana	n/a	\$ 245.00	\$ 245.00	\$ 254.80	\$ 264.99	\$ 275.59
Cubo de 2 yardas 3x semana	n/a	\$ 370.00	\$ 370.00	\$ 384.80	\$ 400.19	\$ 416.20
Cubo de 3 yardas 1x semana	\$ 86.08	\$ 156.00	\$ 156.00	\$ 162.24	\$ 168.73	\$ 175.48
Cubo de 3 yardas 2x semana	\$ 170.99	\$ 315.00	\$ 315.00	\$ 327.60	\$ 340.70	\$ 354.33
Cubo de 3 yardas 3x semana	\$ 189.17	\$ 460.00	\$ 460.00	\$ 478.40	\$ 497.54	\$ 517.44
Cubo de 4 yardas 1x semana	n/a	\$ 211.00	\$ 211.00	\$ 219.44	\$ 228.22	\$ 237.35
Cubo de 4 yardas 2x semana	n/a	\$ 422.00	\$ 422.00	\$ 438.88	\$ 456.44	\$ 474.70
Cubo de 4 yardas 3x semana	n/a	\$ 600.00	\$ 600.00	\$ 624.00	\$ 648.96	\$ 674.92
Cubo de 6 yardas 1x semana	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
Cubo de 6 yardas 2x semana	n/a	\$ 575.00	\$ 575.00	\$ 598.00	\$ 621.92	\$ 646.80
Cubo de 6 yardas 3x semana	n/a	\$ 855.00	\$ 855.00	\$ 889.20	\$ 924.77	\$ 961.76
<b>RECICLAJE COMERCIAL</b>						
96 galones 2x semana o 2do carro	n/a	\$ 13.33	\$ 13.33	\$ 13.86	\$ 14.41	\$ 14.99
96 galones 3x semana o 3er carro	n/a	\$ 24.44	\$ 24.44	\$ 25.42	\$ 26.44	\$ 27.50
Cubo de 3 yardas 1x semana	n/a	\$ 94.44	\$ 94.44	\$ 98.22	\$ 102.15	\$ 106.24
Cubo de 3 yardas 2x semana	n/a	\$ 177.78	\$ 177.78	\$ 184.89	\$ 192.29	\$ 199.98
Cubo de 3 yardas 3x semana	n/a	\$ 255.56	\$ 255.56	\$ 265.78	\$ 276.41	\$ 287.47
<b>PRODUCTOS ORGANICOS COMERCIALES</b>						
64 galones 1x semana	n/a	\$ 18.89	\$ 18.89	\$ 19.65	\$ 20.44	\$ 21.26
64 galones 2x semana	n/a	\$ 33.27	\$ 33.27	\$ 34.60	\$ 35.98	\$ 37.42
64 galones 3x semana	n/a	\$ 50.00	\$ 50.00	\$ 52.00	\$ 54.08	\$ 56.24
Cubo de 1.5 yardas 1x semana	n/a	\$ 100.00	\$ 100.00	\$ 104.00	\$ 108.16	\$ 112.49
Cubo de 1.5 yardas 2x semana	n/a	\$ 200.00	\$ 200.00	\$ 208.00	\$ 216.32	\$ 224.97
Cubo de 1.5 yardas 3x semana	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
<b>CORTO PLAZO Y ESPECIAL</b>						
Cubo de basura de un solo uso de 3 yardas	n/a	\$ 166.67	\$ 166.67	\$ 173.34	\$ 180.27	\$ 187.48
Entrega de contenedor	n/a	\$ 83.33	\$ 83.33	\$ 86.66	\$ 90.13	\$ 93.74
Cubo de 20 yardas para basura	n/a	\$ 327.78	\$ 327.78	\$ 340.89	\$ 354.53	\$ 368.71
Cubo de 30 yardas para basura	n/a	\$ 366.67	\$ 366.67	\$ 381.34	\$ 396.59	\$ 412.45
Cubo de 40 yardas para basura	n/a	\$ 416.67	\$ 416.67	\$ 433.34	\$ 450.67	\$ 468.70
Tarifa adicional del compactador	n/a	\$ 111.11	\$ 111.11	\$ 115.55	\$ 120.17	\$ 124.98
Precio por tonelada	n/a	\$ 66.67	\$ 66.67	\$ 69.34	\$ 72.11	\$ 74.99
Contenedor de 3 yardas alquiler por dia	n/a	\$ 11.11	\$ 11.11	\$ 11.55	\$ 12.01	\$ 12.49
Alquiler por dia de un roll-off	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
Recogida especial del carrito	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50

ADJUNTO A

Recogida especial de contenedores por yarda	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99
<b>OTRAS TARIFAS</b>						
Tarifa de contaminacion residencial						
1ra ocurrencia (3a advertencia)	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
2da ocurrencia (4ta advertencia)	n/a	\$ 27.78	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25
Cargos por excedente residencial						
Exceder cualquier contenedor	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Tarifas de contaminacion comercial						
1ra ocurrencia por yarda	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99
2da ocurrencia por yarda	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Cargos por excedente comercial						
Por yarda excedent cualquier contenedor	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Exceso de carrito en cualquier contenedor	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Recogida de objetos voluminosos (c/u)	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Intercambio de contenedores danados	n/a	\$ 110.00	\$ 110.00	\$ 114.40	\$ 118.98	\$ 123.74
Intercambio de carritos danados						
Tarifa mensual de candado de contenedor	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Carga de empuje y traccion	n/a	\$ 38.89	\$ 38.89	\$ 40.45	\$ 42.07	\$ 43.75
Acceso especial al recinto	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99

*Alcalde:*  
*Diana Guerra Silva*

*Alcalde interino:*  
*Gilbert Garcia*

*Miembros del Concejo Municipal:*  
*Maria Vacio*  
*Josie Cervantes*  
*Esperanza Rodriguez*



Constituida el 20 de enero de 1948

*Daniel T. Parra, MPA*  
*Administrador de la ciudad*  
*(559) 626-4488 ext. 214*

*Asistente Director Financiero*  
*Danny Jimenez*  
*(559) 626-4488 ext. 220*

*Secretario Municipal de la Ciudad:*  
*Cynthia Cisneros*  
*(559) 626-4488 ext. 213*

633 6th St. Orange Cove, CA 93646 | Teléfono: (559) 626-4488 | FAX: (559) 626-4653

## AVISO PÚBLICO DE LA CIUDAD DE ORANGE COVE

AVISO A LOS PROPIETARIOS Y CONTRIBUYENTES DE UNA AUDIENCIA PÚBLICA SOBRE LOS AUMENTOS EN LAS TARIFAS DE BASURA

### NOTIFICACIÓN DE PROPOSICIÓN 218

Fecha y hora de la audiencia: 26 de Junio de 2024 a las 6:30 p.m. O tan pronto como sea posible. Lugar de la audiencia: Cámaras del Concejo Municipal, Ayuntamiento, 633 Sixth St., Orange Cove, CA 93646

**Base de las tarifas propuestas:** El Artículo XIIID de la Constitución de California requiere que la Ciudad demuestre claramente la base de todas las tarifas y cargos relacionados con la propiedad a los residentes. Las tasas de rechazo son necesarias para recuperar el costo de la recolección del servicio, incluida una reserva razonable. La Ciudad llevó a cabo un estudio de tarifas para determinar cuál era el costo del servicio para que la Ciudad continuara brindando servicios de recolección de basura a la Ciudad. Con base en los resultados de ese estudio, la Ciudad se enteró de que necesitaba aumentar las tarifas para poder seguir brindando servicios de recolección de basura a la Ciudad.

Los aumentos de tarifas propuestos para el servicio residencial y comercial para los años fiscales 24-25 y 25-26 son los siguientes:

#### **Veá Adjunto A**

En el año fiscal 26-27, las tasas aumentarán en un 4% adicional para ajustarse a la inflación.

En el año fiscal 27-28, las tasas aumentarán en un 4% adicional para ajustarse a la inflación.

En el año fiscal 28-29, las tasas aumentarán en un 4% adicional para ajustarse a la inflación.

**Tasas de basura:** La Ciudad actualmente cobra tarifas de basura como una tarifa basada en el uso de la tierra o la propiedad, como se muestra en Adjunto A. Estas tarifas se basan en el carácter o tipo de uso en una dirección de servicio determinada. Los diferentes tipos o categorías de usos generan diferentes cantidades y calidades de desechos y, por lo tanto, incurren en diferentes tarifas para proveer el servicio a esa categoría de uso. Las categorías de usos se muestran en Adjunto A.

**Impacto en su factura:** Si se aprueban, los aumentos en la tasa de basura entrarían en vigencia con la facturación de Julio de 2024. La parte de basura en la factura mensual aumentaría como se muestra en Adjunto A.

**Cumplimiento de la Proposición 218:** En 1996, los votantes de California aprobaron la Proposición 218 que enmendó la constitución estatal relacionada con la aprobación de tarifas relacionadas con la propiedad. Hoy, la Proposición 218 requiere que la Ciudad: 1) informe a los dueños de propiedades y a los contribuyentes que se están considerando los aumentos de tarifas propuestos; 2) demostrar claramente la base sobre la que se calculan estas tarifas/tarifas; y 3) Tener una audiencia pública al menos 45 días después de la notificación. Las tasas de rechazo están sujetas a una "protesta mayoritaria", lo que significa que no se pueden aprobar si una mayoría (50% + 1) de los propietarios o contribuyentes afectados por el cambio de tarifas presentan protestas por escrito a la Ciudad oponiéndose al aumento.

**Fecha, hora y lugar de la audiencia pública:** La audiencia pública para los aumentos de tarifas propuestos se llevará a cabo el 26 de Junio de 2024 a las 6:30 p.m., O tan pronto como sea posible, en las Cámaras del Concejo Municipal, ubicadas en 633 Sixth St., Orange Cove, CA 93646.

**Protesta por escrito:** Una protesta por escrito contra el cambio de tarifa propuesto debe identificar la dirección de la propiedad afectada e incluir la firma del propietario o del contribuyente. Si la Ciudad recibe protestas por escrito contra las tarifas de basura propuestas por la mayoría de los propietarios afectados o los contribuyentes antes del final de la audiencia, el Concejo Municipal no aprobará el aumento de tarifas. De acuerdo con la Proposición 218, solo se contará una protesta por cada propiedad. Para obtener más información, comuníquese con la Ciudad al (559) 626-4488, o visite las oficinas de la Ciudad en la dirección de arriba.

#### **¿Por qué son necesarios los ajustes de tarifas?**

Los ajustes de tarifas son necesarios porque la Ciudad no ha buscado un aumento de tarifas en las tasas de basura en muchos años. Debido a eso, la Ciudad está cobrando muy por debajo del costo del servicio para proporcionar el servicio de basura a la Ciudad. Si la Ciudad continuara con las tarifas actuales, no podría mantener los servicios de recolección de basura a la Ciudad. Además, la inflación en el último año ha aumentado los costos, por lo que la Ciudad también está solicitando aumentos inflacionarios.



ADJUNTO A

	Current	Julio 1 2024	Julio 1 2025	Julio 1 2026	Julio 1 2027	Julio 1 2028
		various	0.0%	4.0%	4.0%	4.0%
<b>SERVICIO RESIDENCIAL</b>						
Contenedores standard 3-96 galones	\$ 21.03	\$ 25.87	\$ 25.87	\$ 26.90	\$ 27.98	\$ 29.10
64G Basura - 64G Organicos - 96G Reciclables	n/a	\$ 24.15	\$ 24.15	\$ 25.12	\$ 26.12	\$ 27.16
Contenedor Extra	n/a	\$ 11.00	\$ 11.00	\$ 11.44	\$ 11.90	\$ 12.38
<b>PAQUETE DE BASURA COMERCIAL</b>						
TODAS LAS TARIFAS DE DESECHOCOMERCIALES INCLUYEN UN CARRO DE RECICLAGE DE 96 GALONES SIN CARGO						
96 galones 1x semana	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99
96 galones 2x semana	n/a	\$ 77.00	\$ 77.00	\$ 80.08	\$ 83.28	\$ 86.61
96 galones 3x semana	n/a	\$ 111.00	\$ 111.00	\$ 115.44	\$ 120.06	\$ 124.86
Cubo de 2 yardas 1x semana	n/a	\$ 125.00	\$ 125.00	\$ 130.00	\$ 135.20	\$ 140.61
Cubo de 2 yardas 2x semana	n/a	\$ 245.00	\$ 245.00	\$ 254.80	\$ 264.99	\$ 275.59
Cubo de 2 yardas 3x semana	n/a	\$ 370.00	\$ 370.00	\$ 384.80	\$ 400.19	\$ 416.20
Cubo de 3 yardas 1x semana	\$ 86.08	\$ 156.00	\$ 156.00	\$ 162.24	\$ 168.73	\$ 175.48
Cubo de 3 yardas 2x semana	\$ 170.99	\$ 315.00	\$ 315.00	\$ 327.60	\$ 340.70	\$ 354.33
Cubo de 3 yardas 3x semana	\$ 189.17	\$ 460.00	\$ 460.00	\$ 478.40	\$ 497.54	\$ 517.44
Cubo de 4 yardas 1x semana	n/a	\$ 211.00	\$ 211.00	\$ 219.44	\$ 228.22	\$ 237.35
Cubo de 4 yardas 2x semana	n/a	\$ 422.00	\$ 422.00	\$ 438.88	\$ 456.44	\$ 474.70
Cubo de 4 yardas 3x semana	n/a	\$ 600.00	\$ 600.00	\$ 624.00	\$ 648.96	\$ 674.92
Cubo de 6 yardas 1x semana	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
Cubo de 6 yardas 2x semana	n/a	\$ 575.00	\$ 575.00	\$ 598.00	\$ 621.92	\$ 646.80
Cubo de 6 yardas 3x semana	n/a	\$ 855.00	\$ 855.00	\$ 889.20	\$ 924.77	\$ 961.76
<b>RECICLAJE COMERCIAL</b>						
96 galones 2x semana o 2do carro	n/a	\$ 13.33	\$ 13.33	\$ 13.86	\$ 14.41	\$ 14.99
96 galones 3x semana o 3er carro	n/a	\$ 24.44	\$ 24.44	\$ 25.42	\$ 26.44	\$ 27.50
Cubo de 3 yardas 1x semana	n/a	\$ 94.44	\$ 94.44	\$ 98.22	\$ 102.15	\$ 106.24
Cubo de 3 yardas 2x semana	n/a	\$ 177.78	\$ 177.78	\$ 184.89	\$ 192.29	\$ 199.98
Cubo de 3 yardas 3x semana	n/a	\$ 255.56	\$ 255.56	\$ 265.78	\$ 276.41	\$ 287.47
<b>PRODUCTOS ORGANICOS COMERCIALES</b>						
64 galones 1x semana	n/a	\$ 18.89	\$ 18.89	\$ 19.65	\$ 20.44	\$ 21.26
64 galones 2x semana	n/a	\$ 33.27	\$ 33.27	\$ 34.60	\$ 35.98	\$ 37.42
64 galones 3x semana	n/a	\$ 50.00	\$ 50.00	\$ 52.00	\$ 54.08	\$ 56.24
Cubo de 1.5 yardas 1x semana	n/a	\$ 100.00	\$ 100.00	\$ 104.00	\$ 108.16	\$ 112.49
Cubo de 1.5 yardas 2x semana	n/a	\$ 200.00	\$ 200.00	\$ 208.00	\$ 216.32	\$ 224.97
Cubo de 1.5 yardas 3x semana	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
<b>CORTO PLAZO Y ESPECIAL</b>						
Cubo de basura de un solo uso de 3 yardas	n/a	\$ 166.67	\$ 166.67	\$ 173.34	\$ 180.27	\$ 187.48
Entrega de contenedor	n/a	\$ 83.33	\$ 83.33	\$ 86.66	\$ 90.13	\$ 93.74
Cubo de 20 yardas para basura	n/a	\$ 327.78	\$ 327.78	\$ 340.89	\$ 354.53	\$ 368.71
Cubo de 30 yardas para basura	n/a	\$ 366.67	\$ 366.67	\$ 381.34	\$ 396.59	\$ 412.45
Cubo de 40 yardas para basura	n/a	\$ 416.67	\$ 416.67	\$ 433.34	\$ 450.67	\$ 468.70
Tarifa adicional del compactador	n/a	\$ 111.11	\$ 111.11	\$ 115.55	\$ 120.17	\$ 124.98
Precio por tonelada	n/a	\$ 66.67	\$ 66.67	\$ 69.34	\$ 72.11	\$ 74.99
Contenedor de 3 yardas alquiler por día	n/a	\$ 11.11	\$ 11.11	\$ 11.55	\$ 12.01	\$ 12.49
Alquiler por día de un roll-off	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
Recogida especial del carrito	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50



ADJUNTO A

Recogida especial de contenedores por yarda	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99
<b>OTRAS TARIFAS</b>						
Tarifa de contaminacion residencial						
1ra ocurrencia (3a advertencia)	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
2da ocurrencia (4ta advertencia)	n/a	\$ 27.78	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25
Cargos por excedente residencial						
Exceder cualquier contenedor	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Tarifas de contaminacion comercial						
1ra ocurrencia por yarda	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99
2da ocurrencia por yarda	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Cargos por excedente comercial						
Por yarda excedent cualquier contenedor	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Exceso de carrito en cualquier contenedor	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Recogida de objetos voluminosos (c/u)	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Intercambio de contenedores danados	n/a	\$ 110.00	\$ 110.00	\$ 114.40	\$ 118.98	\$ 123.74
Intercambio de carritos danados						
Tarifa mensual de candado de contenedor	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Carga de empuje y traccion	n/a	\$ 38.89	\$ 38.89	\$ 40.45	\$ 42.07	\$ 43.75
Acceso especial al recinto	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99

*Mayor:*  
*Diana Guerra Silva*

*Mayor Pro Tem:*  
*Gilbert Garcia*

*City Council Members:*  
*Maria Vacio*  
*Josie Cervantes*  
*Esperanza Rodriguez*



Incorporated January 20, 1948

*Daniel T. Parra, MPA*  
*City Manager*  
*(559) 626-4488 ext. 241*

*Assistant Finance Director*  
*Danny Jimenez*  
*(559) 626-4488 ext. 220*

*Municipal City Clerk:*  
*Cynthia Cisneros*  
*(559) 626-4488 ext. 213*

633 6<sup>th</sup> St. Orange Cove, CA 93646 | Phone: (559) 626-4488 | FAX: (559) 626-4653

#### CITY OF ORANGE COVE PUBLIC NOTICE

#### NOTICE TO PROPERTY OWNERS AND RATEPAYERS OF PUBLIC HEARING ON REFUSE RATE INCREASES

#### PROPOSITION 218 NOTIFICATION

Hearing Date & Time: June 26, 2024, at 6:30 PM or as soon thereafter as possible  
Hearing Location: City Council Chambers, City Hall, 633 Sixth St., Orange Cove, CA 93646

**Basis of Proposed Rates:** Article XIII D of the California Constitution requires that the City clearly demonstrate the basis for all property-related rates and charges to residents. Refuse rates are required to recoup the cost of providing the service, including a reasonable reserve. The City conducted a rate study to determine what the cost of service was for the City to continue providing refuse services to the City. Based upon the results of that study, the City learned it needed to increase rates in order to be able to keep providing refuse services to the City.

The proposed rate increases for standard residential and commercial service for Fiscal Years 24-25 and 25-26 are as follows:

**Please see attachment A**

In fiscal year 26-27, the rates will increase by an additional 4% to adjust for inflation.

In fiscal year 27-28, the rates will increase by an additional 4% to adjust for inflation.

In fiscal year 28-29, the rates will increase by an additional 4% to adjust for inflation.

**Refuse Rates:** The City currently charges refuse rates as a fee based on land or property use as shown above. These rates are based on the character or type of use at a given service address. Different types or categories of uses generate different quantities and qualities of refuse, and therefore incur different rates to provide the service to that category of use. The categories of uses are shown above.

**Impact on Your Bill:** If approved, refuse rate increases would go into effect with the July, 2024 billings. The refuse portion of the monthly bill would increase as stated on Attachment A.

**Compliance with Proposition 218:** In 1996, California voters approved Proposition 218 which amended the state constitution relating to passage of property related fees. Today, Proposition 218 requires the City to: 1) inform property owners and rate payers that proposed rate increases are being considered; 2) clearly demonstrate the basis on which these fees/rates are calculated; and 3) hold a public hearing at least 45 days after notification.

Refuse rates are subject to a "majority protest," meaning they cannot be passed if a majority (50% + 1) of property owners or ratepayers impacted by the rate change submit written protests to the City opposing the increase.

**Date, Time and Location of Public Hearing:** The Public Hearing for proposed rate increases will be held on June 26, 2024 at 6:30 PM, or as soon thereafter as possible, at the City Council Chambers, located at 633 Sixth St., Orange Cove, CA 93646.

**Written Protest:** A written protest against the proposed rate change must identify the address of the impacted property and include signature(s) of the property owner(s) or rate payer(s). If the City receives written protests against the proposed refuse rates by a majority of the affected property owners or rate payers prior to the end of the hearing, the City Council will not approve the rate increase. In compliance with Proposition 218, only one protest for each property will be counted. For further information, please contact the City at (559) 626-4488, or visit the City offices at the address above.

**Why are Rate Adjustments Needed?**

Rate adjustments are needed because the City has not sought a rate increase in refuse rates in many years. Because of that, the City is charging well below the cost of service to provide refuse service to the City. If the City were to continue at the current rates, it would not be able to sustain providing refuse service to the City. Additionally, inflation in the past year has increased costs, which is why the City is requesting inflationary increases as well.

# ATTACHMENT A

## Proposed Rate Schedule for City of Orange Cove

	Current	July 1 2024	July 1 2025	July 1 2026	July 1 2027	July 1 2028
		various	0.0%	4.0%	4.0%	4.0%
<b>RESIDENTIAL SERVICE</b>						
Standard 3-96 gallon Containers	\$ 21.03	\$ 25.87	\$ 25.87	\$ 26.90	\$ 27.98	\$ 29.10
64G Trash - 64G Organics - 96G Recycle	n/a	\$ 24.15	\$ 24.15	\$ 25.12	\$ 26.12	\$ 27.16
Extra Cart	n/a	\$ 11.00	\$ 11.00	\$ 11.44	\$ 11.90	\$ 12.38
<b>COMMERCIAL REFUSE BUNDLE</b>						
All commercial refuse rates include a 96 gallon recycle cart at no charge						
96 gallon 1x week	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99
96 gallon 2x week	n/a	\$ 77.00	\$ 77.00	\$ 80.08	\$ 83.28	\$ 86.61
96 gallon 3x week	n/a	\$ 111.00	\$ 111.00	\$ 115.44	\$ 120.06	\$ 124.86
2 yard bin 1x/wk	n/a	\$ 125.00	\$ 125.00	\$ 130.00	\$ 135.20	\$ 140.61
2 yard bin 2x/wk	n/a	\$ 245.00	\$ 245.00	\$ 254.80	\$ 264.99	\$ 275.59
2 yard bin 3x/wk	n/a	\$ 370.00	\$ 370.00	\$ 384.80	\$ 400.19	\$ 416.20
3 yard bin 1x/wk	\$ 86.08	\$ 156.00	\$ 156.00	\$ 162.24	\$ 168.73	\$ 175.48
3 yard bin 2x/wk	\$ 170.99	\$ 315.00	\$ 315.00	\$ 327.60	\$ 340.70	\$ 354.33
3 yard bin 3x/wk	\$ 189.17	\$ 460.00	\$ 460.00	\$ 478.40	\$ 497.54	\$ 517.44
4 yard bin 1x/wk	n/a	\$ 211.00	\$ 211.00	\$ 219.44	\$ 228.22	\$ 237.35
4 yard bin 2x/wk	n/a	\$ 422.00	\$ 422.00	\$ 438.88	\$ 456.44	\$ 474.70
4 yard bin 3x/wk	n/a	\$ 600.00	\$ 600.00	\$ 624.00	\$ 648.96	\$ 674.92
6 yard bin 1x/wk	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
6 yard bin 2x/wk	n/a	\$ 575.00	\$ 575.00	\$ 598.00	\$ 621.92	\$ 646.80
6 yard bin 3x/wk	n/a	\$ 855.00	\$ 855.00	\$ 889.20	\$ 924.77	\$ 961.76
<b>COMMERCIAL RECYCLING</b>						
96 gallon 2x week or 2nd cart	n/a	\$ 13.33	\$ 13.33	\$ 13.86	\$ 14.41	\$ 14.99
96 gallon 3x week or 3rd cart	n/a	\$ 24.44	\$ 24.44	\$ 25.42	\$ 26.44	\$ 27.50
3 yard bin 1x/wk	n/a	\$ 94.44	\$ 94.44	\$ 98.22	\$ 102.15	\$ 106.24
3 yard bin 2x/wk	n/a	\$ 177.78	\$ 177.78	\$ 184.89	\$ 192.29	\$ 199.98
3 yard bin 3x/wk	n/a	\$ 255.56	\$ 255.56	\$ 265.78	\$ 276.41	\$ 287.47
<b>COMMERCIAL ORGANICS</b>						
64 Gallon 1x/wk	n/a	\$ 18.89	\$ 18.89	\$ 19.65	\$ 20.44	\$ 21.26
64 Gallon 2x/wk	n/a	\$ 33.27	\$ 33.27	\$ 34.60	\$ 35.98	\$ 37.42
64 Gallon 3x/wk	n/a	\$ 50.00	\$ 50.00	\$ 52.00	\$ 54.08	\$ 56.24
1.5 yard bin 1x/wk	n/a	\$ 100.00	\$ 100.00	\$ 104.00	\$ 108.16	\$ 112.49
1.5 yard bin 2x/wk	n/a	\$ 200.00	\$ 200.00	\$ 208.00	\$ 216.32	\$ 224.97
1.5 yard bin 3x/wk	n/a	\$ 300.00	\$ 300.00	\$ 312.00	\$ 324.48	\$ 337.46
<b>SHORT TERM AND SPECIAL</b>						
3 yard bin one-time trash bin	n/a	\$ 166.67	\$ 166.67	\$ 173.34	\$ 180.27	\$ 187.48
Roll Off Delivery	n/a	\$ 83.33	\$ 83.33	\$ 86.66	\$ 90.13	\$ 93.74
20 yard bin trash	n/a	\$ 327.78	\$ 327.78	\$ 340.89	\$ 354.53	\$ 368.71
30 yard bin trash	n/a	\$ 366.67	\$ 366.67	\$ 381.34	\$ 396.59	\$ 412.45
40 yard bin trash	n/a	\$ 416.67	\$ 416.67	\$ 433.34	\$ 450.67	\$ 468.70
Compactor Additional Fee	n/a	\$ 111.11	\$ 111.11	\$ 115.55	\$ 120.17	\$ 124.98
Charge per ton	n/a	\$ 66.67	\$ 66.67	\$ 69.34	\$ 72.11	\$ 74.99
3 yard bin daily rent	n/a	\$ 11.11	\$ 11.11	\$ 11.55	\$ 12.01	\$ 12.49
Roll-Off daily rent	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
Cart Special pick up	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Bin Special pick up per yard	n/a	\$ 40.00	\$ 40.00	\$ 41.60	\$ 43.26	\$ 44.99



## ATTACHMENT A

### Proposed Rate Schedule for City of Orange Cove

	Current	July 1 2024	July 1 2025	July 1 2026	July 1 2027	July 1 2028
		various	0.0%	4.0%	4.0%	4.0%
<b>OTHER FEES</b>						
Residential Contamination Fee						
1st occurrence (3rd warning)	n/a	\$ 16.67	\$ 16.67	\$ 17.34	\$ 18.03	\$ 18.75
2nd occurrence (4th warning)	n/a	\$ 27.78	\$ 27.78	\$ 28.89	\$ 30.05	\$ 31.25
Residential Overage Charges						
Overage any container	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Commercial Contamination Fees						
1st occurrence - per yard	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99
2nd occurrence - per yard	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Commercial Overage Charges						
Per yard overage any container	n/a	\$ 44.44	\$ 44.44	\$ 46.22	\$ 48.07	\$ 49.99
Cart overage any container	n/a	\$ 20.00	\$ 20.00	\$ 20.80	\$ 21.63	\$ 22.50
Bulky Item Pick-up (ea.)	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Damaged Bin Exchange	n/a	\$ 110.00	\$ 110.00	\$ 114.40	\$ 118.98	\$ 123.74
Damaged Cart Exchange						
Locking Bin Fee Monthly	n/a	\$ 33.33	\$ 33.33	\$ 34.66	\$ 36.05	\$ 37.49
Push Pull Charge	n/a	\$ 38.89	\$ 38.89	\$ 40.45	\$ 42.07	\$ 43.75
Special Enclosure Access	n/a	\$ 22.22	\$ 22.22	\$ 23.11	\$ 24.03	\$ 24.99

b.a.

For the Meeting of June 26, 2024



# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Daniel Parra, City Manager  
**Subject:** Approval of Budget for Fiscal Year 2024-2025

**Attachments:**

- Resolution 2024-18 Approving City Operating/Capital Budget 2024-2025
- Resolution 2024-19 Authorizing Full-Time and Part-Time Positions 2024-2025
- Resolution 2024-20 Adopting the Master Salary Tables 2024-2025
- Resolution 2024-21 Adopting the Annual Investment Policy 2024-2025
- Resolution 2024-22 Establishing Annual Appropriations Limit (GANN)

**CONFLICT OF INTEREST:**

None.

**EXECUTIVE SUMMARY:**

The purpose of this report is to recommend the adoption of the 2024-2025 operating and capital budget for the City of Orange Cove. The budget process has involved extensive collaboration among departments, community stakeholders, and the Finance Department.

**BACKGROUND:**

The 2024-2025 budget outlines the financial plan for the upcoming year. Key highlights include:

Balanced Approach: The total budgeted revenue of \$23.0 million ensures stability while accommodating essential services and growth.

Operating Budget Priorities:

Prepared by: City Manager

Approved by: Daniel Parra

REVIEW: Finance Director \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent				<u> X </u> Public Hearing
_____ Info Item				_____ Matter Initiated by a Council Member
<u> X </u> Action Item				_____ Other
_____ Department Report				_____ Continued to: _____
_____ Redevelopment Agency				

- Salaries and benefits with a 3% cost-of-living adjustment for city employees.
- Increased funding for public safety and community services.

Capital Investments:

- Road repairs, parks enhancement, and water system upgrades to improve infrastructure.

Staffing and Compensation:

- Authorization of full-time and part-time positions to meet the operational needs of the city.
- Adoption of the Master Salary Table to ensure fair and competitive compensation for city employees.

Financial Management:

- Adoption of the Annual Investment Policy to guide prudent financial resource management and maximize returns within acceptable risk parameters.

Compliance with State Mandates:

- Establishment of the Annual Appropriations Limit in accordance with the GANN Limit to comply with California's fiscal regulations.

**FISCAL IMPACT:**

The adoption of the 2024-2025 budget will have significant fiscal implications for the City of Orange Cove. Key points to consider include:

- Revenue Stability: The budgeted revenue of \$23.0 million reflects a balanced approach, considering both existing revenue streams and potential growth.
- Expenditure Allocations: Increased funding for public safety and community services will enhance the quality of life for residents.
- Long-Term Sustainability: The capital budget investments in infrastructure will contribute to the city's long-term viability.

**RECOMMENDATION:**

Based on the thorough review of the proposed budget, we recommend that the City Council approve the 2024-2025 operating and capital budget along with attached resolutions. This decision aligns with our commitment to responsible financial management and community well-being.

**ALTERNATIVES:**

The purpose

While we recommend adopting the proposed budget, the City Council may consider the following alternatives:

- Approve the budget as presented, requests staff return with amendments in future meetings.
- Do not approve the budget, request adjustments to be adopted in the next meeting.

**RESOLUTION NO. 2024-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE COVE ADOPTING THE FISCAL YEAR 2024-25 OPERATING BUDGET**

WHEREAS, the City Council of the City of Orange Cove has reviewed the anticipated revenues and the proposed expenditures for the 2024-25 fiscal year; and

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

WHEREAS, the City of Orange Cove has prepared a comprehensive Operating/Capital Budget for the fiscal year 2024-2025;

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

The Operating/Capital Budget for the fiscal year 2024-2025, as presented in the 2024-2025 Operating Budget document, is hereby approved.

The City Manager is authorized to administer the budget and make necessary transfers and adjustments in accordance with city policies and regulations.

This resolution shall take effect immediately upon its passage and adoption.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on June 26, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Diana Silva, Mayor

ATTEST:

APPROVED AS TO FORM

---

Cynthia Cisneros, City Clerk

---

Megan Crouch, City Attorney



**RESOLUTION NO. 2024-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE COVE ADOPTING THE FISCAL YEAR 2024-25 FULL-TIME AND PART-TIME POSITIONS**

WHEREAS, the City Council of the City of Orange Cove requires dedicated staff to effectively serve its community; and

WHEREAS, the City Council of the City of Orange Cove has, as a result of the review, identified the staffing needs for the fiscal year 2024-2025 and has carefully evaluated and deemed necessary for the city's operations; and

WHEREAS, the City of Orange Cove has prepared a comprehensive position allocation budget for the fiscal year 2024-2025;

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

The list of full-time and part-time positions for the fiscal year 2024-2025, as presented in the 2024-2025 Operating Budget document, is hereby authorized.

The City Manager is directed to fill these positions in accordance with the city's hiring policies and budgetary constraints.

This resolution shall take effect immediately upon its passage and adoption.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on June 26, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Diana Silva, Mayor

ATTEST:

APPROVED AS TO FORM

---

Cynthia Cisneros, City Clerk

---

Megan Crouch, City Attorney

**RESOLUTION NO. 2024-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE COVE ADOPTING THE FISCAL YEAR 2024-25 MASTER SALARY TABLE**

WHEREAS, the City Council of the City of Orange is committed to compensating its employees fairly and competitively; and

WHEREAS, the Master Salary Tables for the fiscal year 2024-2025 have been developed to reflect this commitment;

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

The Master Salary Table for the fiscal year 2024-2025, as presented in the 2024-2025 Operating Budget document, is hereby adopted.

The salary ranges specified in the tables shall be effective for city positions during the fiscal year 2024-2025.

This resolution shall take effect immediately upon its passage and adoption.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on June 26, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Diana Silva, Mayor

ATTEST:

APPROVED AS TO FORM

---

Cynthia Cisneros, City Clerk

---

Megan Crouch, City Attorney

**RESOLUTION NO. 2024-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE COVE ADOPTING THE FISCAL YEAR 2024-25 ANNUAL INVESTMENT POLICY**

WHEREAS, the City Council of the City of Orange seeks to manage its financial resources prudently and maximize investment returns within acceptable risk parameters; and

WHEREAS, the Annual Investment Policy for the fiscal year 2024-2025 outlines the investment strategies and guidelines for the city's funds;

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

The Annual Investment Policy for the fiscal year 2024-2025, as presented in the 2024-2025 Operating Budget document, is hereby adopted.

The designated City Treasurer is authorized to invest city funds in accordance with the policy and applicable laws.

This resolution shall take effect immediately upon its passage and adoption.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on June 26, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Diana Silva, Mayor

ATTEST:

APPROVED AS TO FORM

---

Cynthia Cisneros, City Clerk

---

Megan Crouch, City Attorney

**RESOLUTION NO. 2024-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE COVE ESTABLISHING THE FISCAL YEAR 2024-25 ANNUAL APPROPRIATIONS LIMIT**

WHEREAS, the State of California requires local governments to establish an annual appropriations limit pursuant to Article XIII B of the California Constitution; and

WHEREAS, the annual adjustment factors used in determining the appropriation limit require a recorded vote of the City Council;

WHEREAS, the City of Orange Cove has calculated the appropriations limit for the fiscal year 2024-2025 in accordance with the GANN Limit; and

WHEREAS, any challenge to the appropriation limit must be brought within 45 days of the effective date of this resolution;

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

The above recitals are true and correct and are adopted as the findings of the City Council.

The appropriations limit for the City of Orange Cove for the fiscal year 2024-2025 is established at \$4,745,972.

That the City has used the change in California's per capita personal income and the City's population growth as annual adjustment factors for determining the Appropriation Limit, but that these factors may change in the future should other pertinent information become available.

The City Manager is directed to ensure that the appropriations do not exceed the established limit.

Any challenges to said Appropriation Limit must be filed in writing with the City no later than 45 days after the adoption of this Resolution.

The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

This resolution shall take effect immediately upon its passage and adoption.

This Resolution was adopted by the City Council of the City of Orange Cove at a meeting held on June 26, 2024, by the following vote:

AYES:

NOES:

ABSENT:



ABSTAIN:

---

Diana Silva, Mayor

ATTEST:

---

Cynthia Cisneros, City Clerk

APPROVED AS TO FORM

---

Megan Crouch, City Attorney

**CITY OF ORANGE COVE**

**APPROPRIATIONS LIMIT SCHEDULE**

**FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

	AMOUNT
A. Appropriations limit for the year ending June 30, 2023	\$4,601,485
B. Calculation Factors:	
Population increase %	0.9954
Inflation increase %	1.0362
Total adjustment factor %	1.0314
C. Annual Adjustment Increase	\$144,487
D. Appropriation limit for the year ending June 30, 2024	\$4,745,972

1. Pursuant to Government Code Section 7910, the Orange Cove City Council will consider adopting a resolution on June 26, 2024 to establish its appropriation limit for fiscal year 2024-25. Documentation used in the determination of the appropriations limit is available for public inspection during regular business hours, at the City Hall located on 633 6<sup>th</sup> Street, Orange Cove, CA 93646.

2. The 2024-25 appropriations limit was developed based upon information provided by the State of California Department of Finance and Government Code Section 7900 et seq. using the per capital personal income and population change method.

The above illustrates the appropriation limit for the 2024-25 fiscal year has been calculated at \$4,745,972. This limit applies both to appropriation of tax proceeds and taxes received. Both revenues and appropriation for fiscal year 2023-24 are well within the Constitutional limits.



CITY OF ORANGE COVE  
2024-2025

# OPERATING BUDGET



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*Mayor:*  
*Diana Guerra Silva*

*Mayor Pro Tem:*  
*Gilbert Garcia*

*City Council Members:*  
*Maria Vacio*  
*Josie Cervantes*  
*Esperanza Rodriguez*



Incorporated January 20, 1948

*Daniel T. Parra, MPA*  
*City Manager*  
*(559) 626-4488 ext. 214*

*Assistant Finance Director*  
*Danny Jimenez*  
*(559) 626-4488 ext. 220*

*Municipal City Clerk:*  
*Cynthia Cisneros*  
*(559) 626-4488 ext. 213*

633 6<sup>th</sup> St. Orange Cove, CA 93646 | Phone: (559) 626-4488 | FAX: (559) 626-4653

June 26, 2024

### **Honorable Orange Cove City Council and Residents:**

I am pleased to present to you the annual budget for Fiscal Year 2024-25. This budget reflects our commitment to serving the citizens of Orange Cove by providing essential services, fostering community growth, and addressing the unique challenges faced by our rural, agriculture-based economy.

**Economic Overview:** Orange Cove's economy, rooted in agriculture, has historically followed a distinct trajectory compared to other regions in the state. While California as a whole may have seen economic successes, residents in our community have faced disproportionate challenges during the pandemic. However, I am pleased to report that we are emerging from those difficulties and are poised for growth.

**Operational Balance:** I want to highlight that staff has prepared a budget that is balanced that operates within our means. For this budget, we had to accommodate for the expiration of Measure O and rising health, pension, and benefit costs, finding ways to make adjustments without compromising essential services. Our commitment to fiscal responsibility ensures that we raise our credit ratings and prepare for future development.

**Measure O:** The recent outcome of Measure O in the last election has significant implications for our budget. Unfortunately, the city will no longer be able to fund the additional public safety services that were previously enabled by the parcel tax. Despite this challenge, the Orange Cove Police Department remains steadfast in its commitment to providing the highest standards of service to our community. In light of reduced funding, the police department is making necessary adjustments within this budget. While we face constraints, our dedication to public safety remains unwavering. We will continue to explore innovative solutions and prioritize essential services to ensure the well-being of our residents.

**Community Investments:** As summer approaches, Orange Cove residents deserve relief from the heat. I am thrilled to announce that we have secured funding to install a splash pad in the main park across the street. Our city has also secured \$2 million in state and federal grants for a modern police station and reinforce our community's commitment to public safety.

**Building a Thriving Community:** As we move forward, the City of Orange Cove remains dedicated to creating an environment where our residents can thrive. Our staff is committed to fostering economic growth, enhancing public services, and ensuring that Orange Cove continues to be a place where families, businesses, and individuals flourish. Together, we look ahead with optimism, knowing that by working collaboratively, we can build a brighter future for our beloved community.

Sincerely,

A handwritten signature in blue ink that reads "Daniel T. Parra". The signature is fluid and cursive, with the first name "Daniel" being the most prominent.

Daniel Parra

City Manager, City of Orange Cove

## Budget Fundamentals

### Preparation

Management has prepared the budget within these parameters and under these key assumptions.

- Living Within Its Means - The city's proposed and adopted budget should keep expenditures within projected revenues and other available funding sources.
- Prudent Service Delivery - The city should maintain its established level of core service delivery while ensuring any new services, initiatives, or programs meet objectives and can be funded with new or existing resources.
- Prioritizing the Future - The city should review special and major maintenance or capital projects to prioritize funding for only high priority or essential projects.

### Budget Guide

This budget guide provides an overview of the elements of the budget document. The budget is the city's fundamental policy document. It describes the city's goals and objectives and indicates how resources are allocated to achieve those goals. In addition to its role as a policy document, the budget also serves as a financial plan, an operations guide, and a communication tool.

The City of Orange Cove keeps track of its activities in self-balancing sets of accounts called funds which are the basic accounting and reporting components in governmental accounting. Funds are designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain functions or activities.

Some funds are established to track activities required by law (i.e., gas tax fund), some fulfill revenue requirements (CDBG, Measure C funds), still others demonstrate prudent administrative practices (Enterprise funds and Debt Service).

Budget years run in fiscal year cycles beginning July 1 and ending June 30.

The operating budget is approved and balanced by fund. Some fund balance dollars are reserved for future expenses for several reasons. For example, a portion of special taxes, such as the gas tax, may be reserved and restricted for specific services or purposes such as street improvements. Other reserved balances may be a legal requirement such as a required reserve balance to comply with long-term bond debt covenants.

The city receives many different types of revenue. Some revenues are restricted to certain uses by law; other revenues are payment for a specific service provided to its customers; other revenues come from state and federal agencies; and other revenues are from involuntary taxes like sales tax or property tax. These revenues are organized and classified by source within the appropriate funds.

### Basis of Accounting

The city uses what are known as accounts to organize its resources and to classify the use of those resources within funds and account groups. The operations of each fund are recorded in a separate set of self-balancing ledgers and classified as assets, liabilities, fund equity, revenues, and expenditures (or expenses), as appropriate. Each fund is classified as either a Governmental, Proprietary, or Fiduciary Fund. Each has its own rules and purposes. The following paragraphs explain these three classifications.

## Governmental Fund Types

Governmental funds are used to account for all of the city's general activities (general fund) plus the collection and disbursement of earmarked monies (special revenue funds), the acquisition of or construction of general fixed assets (capital project funds), and the servicing of general long-term debt (debt service funds). The General Fund is used to account for all the activities of the general government not accounted for in another fund.

## Enterprise Funds

Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration and the primary intent is to recover the costs of providing the goods and services through user charges.

Goods or services from such activities can be provided either to outside parties (enterprise funds) or to other departments or agencies primarily with the government (internal service funds).

## Agency Funds

Agency (or Fiduciary) funds are used to account for assets held on behalf of outside parties in a trustee capacity.

## Basis of Budgeting

The budget is adopted consistent with generally accepted account principles as expressed by the Governmental Accounting Standards Board. The budgets of the governmental fund types (general fund, special revenue, capital projects, and debt service) are prepared on a modified-accrual basis. This means expenditures are recorded when the liability is incurred, and revenues are recognized if they are received during the fiscal year or shortly thereafter.

In addition, the city treats encumbrances as expenditures only for budgetary control purposes. Encumbrances open at year-end are reported as reservations of fund balances since they do not constitute expenditures or liabilities. Available expendable resources include beginning fund balance and current year revenues and transfers from other funds.

The basis for establishing the spending plans for the proprietary fund types, internal service funds (administrative services, risk management, and vehicle & equipment), and enterprise funds (water, sewer, and disposal) are on a full-accrual basis. Expenses are recorded when the liability is incurred, and revenues are recognized when the service is provided. Available expendable resources for proprietary funds included beginning working capital, current revenues, and transfers in. Beginning working capital is defined as current assets minus current liabilities, in other words, cash available to pay expenses.

## Budget Process

The budget represents the financial plan for the City of Orange Cove. This document concludes an ongoing process involving input from departments and the public. Budget development is a process that typically begins in February and continues until the budget is adopted by the City Council in June.

## Review of Goals

There are several goals associated with preparation and development of the budget. First, the budget is a financial plan and management tool. The document should assist staff in monitoring revenues and expenditures and in evaluation the effectiveness of City activity and services. Second, the budget serves as



an important reference document. It should provide staff, City Council and the general public with extensive information on the nature and scope of city operations and services.

### Department Budget Requests

The Finance Department issues revenue and expenditure budget sheets listing the prior year actual expenditures, current year appropriation amounts and space to input budget requests for the upcoming year. The departments fill out the forms providing sufficient justification for significant changes in revenues or expenditures. All budget requests are returned to the Finance Department.

### Budget Review and Analysis

Department budget requests are reviewed by the City Manager, Finance Director, and Department Heads to ensure the intent of all budget requests is understood and complete. The budgets are analyzed in various ways, including evaluation of historical expenditure patterns as well as departmental operations. Spending priorities are based on the city's financial policies and mandated requirements focusing on service levels, complying with bond requirements, and the balancing of staffing, supplies and equipment. After the reviews, the management staff make their final adjustments and recommendations for presentation to City Council.

### City Council Adoption

The proposed budget is printed and distributed prior to any public hearings. The city may hold additional workshops or conduct community surveys to help identify budget needs or preferences. After receiving input from the public, committees, and staff, the City Council may request any necessary final adjustments. If needed, a second public hearing may be held to finalize and adopt the budget.

### Budget Amendments

Following the adoption of the budget, it is sometimes necessary to amend the budget. Appropriations in the budget may be adjusted by recommendation of the Finance Director and approval by the City Manager when the budget is not increased in total amount. Savings from appropriations in one section of a department budget may be used to fund another section of a department budget. Any increase in appropriations that would increase the total adopted budget must be approved by the City Council.

## Budget Calendar

City management generally follows a budget calendar to ensure the budget is prepared and adopted prior to the end of June. The process involves several groups, including the public through public meetings and hearings. The calendar below has been prepared for the next fiscal year's budget development schedule.

Action	Date
✓ Budget worksheets, instructions, and guidelines distributed to departments.	February
✓ City Staff and City Council conduct goal setting session for preparation of next FY budget	February
✓ Budget worksheets due to finance.	March
✓ City Manager reviews budget requests department heads and prepares annual budget	April
✓ City Manager submits proposed budget to City Council	May
✓ City Staff and City Council conduct budget workshops	May
✓ City Council holds public hearing and adopts final FY budget	June

## City Council

The City Council serves as the governing body of Orange Cove under the “Council-Manager” form of municipal government. Comprising five members, the City Council, Treasurer, and City Clerk are elected at large. Their responsibilities include setting policies, establishing the community’s vision, and providing oversight of the City Manager.

### Vision:

---

*“The City of Orange Cove’s City Council and Staff will team together to effectively fulfill the city’s mission statement. The city will not only provide basic services but will continue to improve upon those services and look to additional services to enhance the lives of city residents. This will be accomplished through thoughtful planning, innovation, and technology.”*

---

### Mission:

---

*“The City of Orange Cove is committed to providing high-quality municipal services to the residents of the City of Orange Cove in a reliable, professional, safe, cost-effective, and environmentally conscious manner.”*

---

The City Council is funded by the General Fund and the Enterprise funds. The majority of the City Council expenses are to fund the membership dues, training and operating services of Council Members, Treasurer and City Clerk.



Maria  
Vacio  
**Council Member**  
November 2024



Gilbert  
Garcia  
**Mayor Pro Tem**  
November 2026



Diana  
Guerra Silva  
**Mayor**  
November 2026



Josie  
Cervantes  
**Council Member**  
November 2024



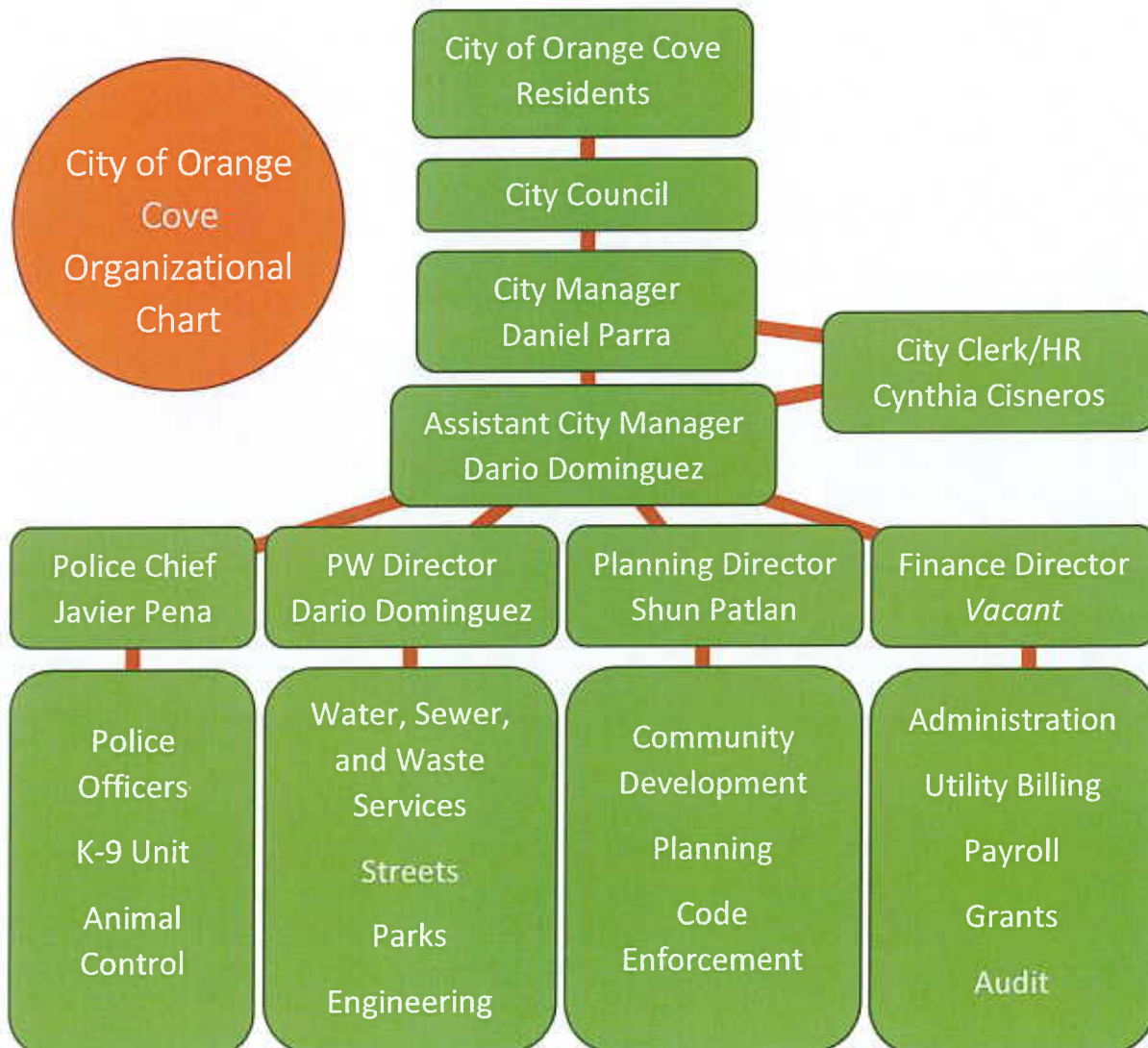
Esperanza  
Rodriguez  
**Council Member**  
November 2026

## City Manager

Daniel T. Parra has dedicated his career to public service and community development. As the City Manager of Orange Cove, CA, he oversees municipal services, implements City Council plans, and ensures effective administration.



Additionally, he has been actively involved with the League of California Cities (Cal Cities). Parra has been actively involved with the League of California Cities for many years, having served twice as chair of the Transportation, Communications, and Public Works Policy Committee. Parra currently serves as state director for Cal Cities' South San Joaquin Valley Division and is currently president of the Cal Cities Latino Caucus.





## Budget Presentation



### Message From the City Manager

- 2023-24 Highlights
- Exciting developments projected for Orange Cove
- Staff is committed to working within a balanced budget and exploring ways to expand programs and service

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City of Orange Cove

6/26/2024

This slide has a light gray background. A dark horizontal band at the top contains the title 'Message From the City Manager' in white text. To the right of the title is the City of Orange Cove seal. Below the title, there is a bulleted list of three items. At the bottom left, there is a small orange circle with the number '2'. At the bottom center, the text 'City of Orange Cove' is displayed, and at the bottom right, the date '6/26/2024' is shown.

## Overview



- Economic Outlook
- Department Overview
- Budget Summary
- Council Options

## Economic Overview



- **Inflation:**
  - The annual inflation rate for the United States was 3.4% for the 12 months ending April 2024. This rate is a slight decrease from the previous rate of 3.5%, indicating a stabilization of prices.
- **Wage Growth:**
  - Average wages in April 2024 were up by nearly 4% from the previous year.
- **Unemployment:**
  - The unemployment rate in the United States rose to 3.9% in February 2024, the highest level since January 2023. The Congressional Budget Office expects unemployment to jump to 4.4% in the fourth quarter of 2024 and remain close to that level through 2025.
- **Stock Markets**
  - The stock market is expected to continue its bullish momentum, with the S&P 500 up 10% year-to-date as of June 2024, despite mixed economic data.

## California Budget



- **Projected Shortfall:**
  - The May Revision estimates that the budget shortfall for the fiscal year 2024-25 has grown by approximately \$7 billion from the January Proposal to approximately \$44.9 billion.
- **Budget Cuts:**
  - To address the shortfall, the revised budget proposes cuts in one-time spending by \$19.1 billion and ongoing spending by \$13.7 billion through 2025-26.
- **Balanced Budget Over Two Years:**
  - The Governor's revised budget proposal aims to close both this year's remaining \$27.6 billion budget shortfall and next year's projected \$28.4 billion deficit while preserving many key services.

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City of Orange Cove

6/26/2024

## Local Insight



- **Balanced Budget:**
  - The City of Orange Cove is presenting a balanced budget for the fiscal year 2024-2025, with a total budgeted revenue of \$3.6 million in the General Fund.
  - The budget reflects the city's commitment to fiscal responsibility and sustainable financial planning.
- **Local Statistics:**
  - Orange Cove has experienced a slight population decline from 9,680 to 9,635 between 2021 and 2022, a decrease of 0.5%.
  - Despite the recent decline, the city has grown by 34% since 2000, indicating long-term growth.
  - The Orange Cove unemployment trends higher than national statistics, local residents have been impacted disproportionately by pandemic and economy.

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City of Orange Cove

6/26/2024

## Revenue Projections



### \$3.6m General Fund

\$2.6m Tax Revenue  
\$520,000 Fees and Reimbursements  
\$210,000 Grants  
\$340,000 Other Revenue

### \$4m Enterprise Fund

\$1.9m Water  
\$1.3m Wastewater  
\$770,000 Disposal

### \$15m Special Revenue Funds

Impact Fees  
Capital Projects  
Grants

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City of Orange Cove

6/26/2024

## Expenditure Projections



Included in  
Status Quo  
Payroll Budget  
\$230,000

- \$57,000 Projected Step Increments
- \$76,000 Increases to Health, Dental, & Vision Insurance
- \$38,000 Increases CalPERS
- \$30,000 Increases to Workers Comp
- \$32,000 Increase to Liability Insurance

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City of Orange Cove

6/26/2024



## Department Overview



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City of Orange Cove

6/26/2024

## Department Overview



Public Safety  
29%

Administration  
9%

Community  
Development  
5%

Parks and  
Recreation  
2%

Percentage of Operations  
\$8.5m in Payroll, Supplies, and Services

Public Works  
55%

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City of Orange Cove

6/26/2024

## Public Works



Infrastructure projects, and Water, Sewer, Disposal services

### Staffing

13 FTE Staff

### Highlights

Funded by Enterprise, Measure C, TDA, and General Fund

Oversees Utility Service and Infrastructure Projects for the City

### Requests

- Adopting Chief Water Operator and Trainee that were authorized in 2023/24
- One-Time Intersection Improvements (90% Grant funds)

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City of Orange Cove

6/26/2024

## Public Safety



Police, Fire, and Animal Control

### Staffing

17 FTE Staff  
1 FTE Officer On Hold  
Pending Increases in Revenue/Grants

### Highlights

The Police Department's expenses are funded by General Fund, Measure O and COPS SLESF.

Secured \$2m in funding for new police station

### Requests

- Adopting FT Animal Control Officer authorized in 2023-24 (Formerly part-time)
- \$55,000 Patrol Vehicle (One-Time)  
\$9,000 Animal Control Equipment (One-Time)
- \$0 Animal Control Vehicle (Donation)

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City of Orange Cove

6/26/2024

## Community Development



Includes Engineering, Planning, and Inspection

### Staffing

2 FTE Staff

### Highlights

Funded through General Fund and offset by Building Permits, Plan Checks, and Inspection Fees

### Requests

- No requests for 2024-2025

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City of Orange Cove

6/26/2024

## Parks and Recreation



Community engagement including Recreation Programs, Community Center and Senior Center

### Staffing

Part-Time staff overseeing community center, senior center, and recreation programs

### Highlights

Funded through General Fund taxes and recreation fees

### Requests

- \$175,000 Splash Pad at Eaton Park using Impact Fees

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City of Orange Cove

6/26/2024

## Administration



Includes City Council, Finance, and other Administrative Staff

### Staffing

8 FTE Staff

### Highlights

Open Finance Director Position

### Requests

- Adopting Field Assistant/Clerk position authorized in 2023/24 (Formerly part-time)

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City of Orange Cove

6/26/2024

## Budget Summary



- Presenting a Balanced Budget
- \$230,000 in Increases for the Status Quo Budget
- 3.0 FTE Net Changes in Staffing from Prior Year
- \$300,000 One-Time Investments in Parks, Public Safety, and Animal Control from General Fund and Impact Fee Balances
  - Splash Pad at Eaton Park
  - Patrol Vehicle
  - Animal Control Center and Vehicle
  - Intersection Improvements

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City of Orange Cove

6/26/2024



## Finance and Budgeting Policy

### Financial Goals

- To maintain a financially viable City that can maintain quality municipal services to City of Orange Cove residents
- To maintain and enhance the sound fiscal condition of the City

### Operating Budget Policy Goals

- The City of Orange Cove will adopt a balanced budget by June 30 of each year.
- Current revenues will be sufficient to support current operating expenditures.
- The City will project its equipment replacement and maintenance needs for the next five years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
- Allow appropriation adjustments during the year with the City Council approval, each request to include a fiscal impact analysis
- The City will estimate its annual revenue by an objective, analytical process utilizing trend, judgmental, and statistical analysis as appropriate
- Because revenues, especially those of the General Fund, are sensitive to both local and regional economic conditions, revenue projections will be adequately conservative
- One-time revenues will be used for one-time expenditures only
- User fees will be adjusted annually to recover the full cost of services provided, except when the City Council determines that a subsidy from the General Fund is in the public interest
- The City will maintain a level of expenditures that will provide the public well-being and safety of the community

### Reserve Policies

- The City will maintain a General Fund Reserve of \$2,000,000. The primary purpose of this reserve is to protect the City's essential service programs and funding requirement during periods of economic downturn or other unforeseen catastrophic costs.
- Council approval is required before expending general fund or contingency reserves

### Utility Rates and Fees Policies

- The City will set fees and user charges for each enterprise fund at a level that supports the total direct cost of the activity. Indirect costs include the cost of annual depreciation of capital assets and overhead charges
- Utility rates will be established, reviewed and updated annually

### Short-term Debt Policies

- The City may use short-term debt to cover temporary or emergency cash flow shortages. All short-term borrowing will be subject to City Council approval by ordinance or resolution prior to final commitment
- The City may issue inter-fund loans rather than outside debt instruments to short-term cash flow needs. Inter-fund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of these funds will not impact the fund's current operations. Interest rate will be set by City Council.

## Long-term Debt Policies

- The City will confine long-term borrowing to capital improvements that cannot be financed by current revenues
- Where possible, the City will use special assessments, revenue, or other self-supporting bonds, and general obligations bonds
- Proceeds from long-term debt will not be used for current on-going operations

## Investment Policy

It is the policy of the City of Orange Cove's office to invest public funds in accordance with the governing statutes and in such a manner as to obtain the highest investment return possible consistent with the safety and liquidity objective outlined in this policy.

### Scope

This investment policy applies to all financial assets of the City of Orange Cove. These funds are accounted for in City of Orange Cove's Comprehensive Annual Financial Report and include:

- General Fund.
- Special Revenue Funds.
- Capital Project Funds.
- Enterprise Funds.
- Trust and Agency Funds.
- Any new fund created by the legislative body, unless specifically exempted.

### Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio under prevailing economic conditions at the moment of investment commitments. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an Investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than a consideration as to the prudence of a single investment, and, whether the investment decision was consistent with the written investment policy of the entity.

### Objectives

The City's investments will be in accordance with all state statutes governing the investment of public funds. The City shall invest its cash with three objectives, listed in order of priority:

1. **Safety.** Safety of the principal invested is the primary objective to insure against loss. All investments must be fully insured, guaranteed, or collateralized. In order to obtain this objective, the portfolio will be diversified to guard against losses in any one security class. The City seeks to maximize protection afforded by the FDIC and the State's Public Deposit Protection Commission on its depository accounts.
2. **Liquidity.** The City's portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated. Investment maturities shall be matched to anticipated cash flow requirements whenever possible. At a minimum, the City will "ladder"

investment maturities to coincide with cash outflow needs and to ensure a consistent minimum balance in the liquid portion of the portfolio.

3. **Return on Investment.** The City's investment portfolio shall attain a market-average rate of return throughout budgetary and economic cycles, taking into account the cash flow characteristics of the City and shall be in keeping with accepted financial management practices and procedures.

### Investment Authority and Delegation

Authority to manage the investment program is granted to the Finance Director hereinafter referred to as investment officer as designated by City Code.

Responsibility for the operation of the investment program is hereby delegated to the Investment Officer who shall act in accordance with this Investment Policy. Officers will prepare monthly investment reports and other special reports as may be deemed necessary.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

### Ethics and Conflicts of Interest

Employees involved in the investment process shall refrain from any personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Investment Officer shall disclose any material financial interest in financial institutions that conduct business with the City, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio.

### Authorized Investments

The City's investments shall be consistent with the State Policy of California:

- Certificates, notes, bonds, or other obligations of the United States or its agencies, or of any corporation wholly owned by the government of the United States, such as:
  - Treasury bills.
  - Treasury bonds.
  - Government National Mortgage Association bonds.
  - Federal Home Loan Bank notes and bonds.
  - Federal National Mortgage Association notes, debentures, and guaranteed certificates of participation.
- Obligations of any other government-sponsored corporation whose obligations are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System, such as:
  - Federal Farm Credit Banks consolidated system-wide bonds and discount notes.
  - Federal Home Loan Mortgage Corporation bonds and discount notes.
  - Federally Insured Certificates of Deposit
  - Continuously investing a portion of the portfolio in readily available funds such as the LAIF (Local Agency Investment Fund)
- The City may also invest in other Joint Powers Authorities (JPAs) that meet the State Policy of California criteria for eligible investments such as:



- California Asset Management Program (CAMP), a California Joint Powers Authority (JPA) established in 1989 to provide professional investment services to California public agencies.
  - CAMP offers two primary investment options:
    - CAMP Pool: A fully liquid, stable net asset value (NAV) investment emphasizing daily liquidity and safety of principal. It holds an AAAM rating from Standard & Poor's.
    - CAMP Term: Designed for agencies with known cash flows, this fixed-rate, fixed-term investment option offers securities with maturities ranging from 60 days to one year. It is rated AAAs by Fitch.
  - Investment principal and interest are paid at maturity, with an automatic sweep into the CAMP Pool.

### Safekeeping and Custody

Securities shall be held at a major national bank (such as Bank of New York, for example).

### Maximum Maturities

The City's objective is to hold investments to maturity. The securities in the portfolio will be "laddered" and will attempt to match investments with anticipated cash flow requirements.

No single security will be purchased with a maturity date more than five years from the date of purchase.

### Internal Controls

These reviews provide internal control by assuring compliance with the established policies, procedures, and prudent investment practices as outlined above.

The City Council will meet on a quarterly basis for review of the investment portfolio and performance. The Finance Director will provide a report summarizing investment activity, which will demonstrate compliance with the City's Investment Policy.

### Performance Standards

The investment portfolio will be designed to obtain an average rate of return during budgetary and economic cycles consistent with the investment objectives and cash flow needs.

The investment strategy is active. Given this strategy, the benchmark used by the Treasurer to determine performance levels will be the average return on the LAIF (Local Agency Investment Fund). Yield considerations are secondary, however, to legality, safety, and liquidity.

### Reporting

The Treasurer shall provide the City Council with a quarterly report for review, which will demonstrate compliance with the City of Orange Cove's Investment Policy. This report will summarize the current performance of the portfolio for City as measured against the benchmark, including the following:

- A listing of individual securities held at the end of the reporting period.
- Final maturity of all investments listed.
- Earnings rate.

### Investment Policy Adoption

The City of Orange Cove Investment Policy shall be adopted by the City Council and reviewed on an annual basis. Any significant revisions thereto shall be approved by the Council

## Glossary

The city's Budget contains specialized and technical terminology that in some cases is unique to public finance and budgeting. This glossary may assist the reader in understanding the terminology.

### A

**Accrual Basis of Accounting** – Revenues are recognized when both measurable and available; expenditures are recorded when services have been substantially performed or goods have been received and the liabilities incurred.

**Ad Valorem Taxes (which means “according to its value”)** – Commonly referred to as property taxes, are levied on both real and personal property according to the property's valuation and the tax rate. Adopted Budget – Revenues and appropriations approved by the City Council in June for the next fiscal year.

**Agency Fund** – Used to account for assets held by the city in a fiduciary capacity for individuals, government entities and others. Such funds are operated by carrying out the specifications of trust indentures, statutes, ordinances, or other governing regulations.

**Allocated Costs** – An expense charged by one department/division to another for services performed for expenditures of a general nature that are charged to one main account and allocated to other departments/divisions by a specified formula.

**Annualize** – Taking changes that occurred mid-year and calculating their cost for a full year, for the purpose of preparing an annual budget.

**Appropriation** – An authorization made by the City Council that permits the city to incur obligations and to make expenditures of resources.

**Arbitrage** – The interest rate differential that exists when proceeds from a municipal bond – which is tax free and carries a lower yield – are invested in taxable securities with a yield that is higher. The 1986 Tax Reform Act made this practice by municipalities illegal solely as a borrowing tactic, except under certain safe-harbor conditions.

**Assessed Valuation** – A municipality's property tax base stated in dollars based on real estate and/or other taxable business property for the purposes of taxation, sometimes expressed as a percent of the full market value of the taxable property within a community.

**Asset** - Resources owned or held by a government that has monetary value.

**Authorized Positions** – Employee positions, which are authorized in the adopted budget to be filled during the year.

**Available (Undesignated) Fund Balance** – This refers to the funds remaining from the prior year that are available for appropriation and expenditures in the current year.

### B

**Bond** – A long term I.O.U. or promise to pay. It is a promise to repay a specified amount of money (the face amount of the bond) on a particular date (the maturity date). Bonds are primarily used to finance capital projects.

**Budget** – A financial plan for a specific period of time (Fiscal Year) that matches all planned revenues and expenditures with various municipal services.

**Budget Amendment** – A legal procedure utilized by City staff to revise a budget appropriation. City staff has the prerogative to adjust expenditures within or between departmental budgets. Council approval is required for additional appropriation from fund balance or new revenue sources.

## C

**Capital Assets** – Assets of significant value and having a useful life of several years. Capital assets are also called fixed assets.

**Capital Improvements** – Expenditures related to the acquisition, expansion or rehabilitation of an element of the government's physical plant; sometimes referred to as infrastructure.

**Capital Improvement Program (CIP)** – A plan for capital expenditures to provide for the acquisition, expansion or rehabilitation of an element of the city's physical plant to be incurred over a fixed period of several future years.

**Capital Outlay** – Expenditures relating to the purchase of equipment, land and other fixed assets.

**Capital Project** – Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increase their useful life. Also called capital improvements.

**Capital Reserve** – An account used to segregate a portion of the government's equity to be used for future capital program expenditures. The amount of capital reserve is roughly equal to the government's annual equipment depreciation and an amount identified as being needed for future capital acquisition.

**Contingency** – A budgetary reserve set aside for emergencies or unforeseen expenditures not otherwise budgeted. **Contractual Services** – Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include utilities, rent, maintenance agreements and professional consulting services.

**Cost Recovery** – The establishment of user fees that are equal to the full cost of providing services.

## D

**Debt Service** – The cost of paying principal and interest on borrowed money according to a predetermined paying schedule.

**Dedicated Tax** – A tax levied to support a specific government program or purpose.

**Deficit** – The excess of an entity's liabilities over its assets or the excess of expenditures or expenses over revenues during a single accounting period.

**Department** – A major administrative segment of the city that indicates overall management responsibility for an operation or a group of related operations within a functional area.

**Depreciation** – Expiration in the service life of capital assets attributable to wear and tear, deterioration, action of the physical elements, inadequacy or obsolescence.



**Development Impact Fees** – Those fees and charges generated by building, development and growth in a community. Included are building and street permits, development review fees, and zoning, planning and subdivision fees

**Division** – A unit or organization that reports to a department.

## E

**Employee Benefits** – Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's shares of costs for Social Security and the various pensions, medical and life insurance plans.

**Encumbrance** – Obligations in the form of purchase orders, contracts or salary commitments that are chargeable to an appropriation and for which a part of the appropriation is reserved. They cease to be encumbrances when the obligations are paid or otherwise terminated.

**Enterprise Fund** – A fund established to account for activities that are financed and operated in a manner similar to private business enterprises, where costs of providing services to the public are recovered through user fees. The City of Orange Cove includes three enterprise funds which are the water utility, sewer utility, and disposal service.

**Expenditures** – Utilization of fund resources. Expenditures include operating expenses, debt service and capital outlays.

**Expenditure Category** – A basis for distinguishing types of expenditures. The major expenditure categories used by the City of Orange Cove are: salaries and benefits, services and supplies, capital outlay, debt service/other (allocated costs).

**Expense** – Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

## F

**Financial Strategies** – Method or means to guide the city in making financial decisions and to insure a secure financial future. Financial strategies are fundamental policy guidelines regarding specific financial issues that are accompanied by an implementation plan.

**Fiscal Year** – A twelve-month time period signifying the beginning and ending period for recording financial transactions. The City of Orange Cove has specified July 1 through June 30 as its fiscal year.

**Fixed Assets** – Assets of long-term character that are intended to continue to be held or used, such as land, buildings, machinery, furniture, and other equipment.

**Full-time Equivalent (FTE) Positions** – A part-time position converted to the decimal equivalent of a full-time position based on 2080 hours per year. A half time position would be entered as .5 and would represent 1040 hours. If a position is required for only 900 hours during the year, then the equivalent FTE is derived by dividing 900 by 2080 and computed as an FTE value of .43.

**Fund** – A fiscal and accounting entity for which the recording of financial transactions is made for the purpose of carrying on specific activities in accordance with the requirements placed upon the use of financial resources.

**Fund Balance** – The equity (assets minus liabilities) of a governmental fund and fiduciary fund types. However, for budgeting purposes, a working capital definition of current assets minus current liabilities is used for the computations

## G

**General Fund** – A fund used to account for the major operating revenues and expenditures of the city, except for those financial resources that are required to be accounted for in another fund category. General Fund revenues are derived primarily from property and other taxes.

**General Obligation (G.O.) Bond** – A bond secured by a pledge of the issuer’s taxing powers (limited or unlimited). More commonly the general obligation bonds of local governments are paid from ad valorem property taxes and other general revenues. Considered the most secure of all municipal debt. Limited by Proposition 13 to debt authorized by two-thirds vote in the case of local governments or a simple majority for State issuance.

**Generally Accepted Accounting Principles (GAAP)** – Uniform minimum standards of and guidelines for financial accounting and reporting. They govern the form and content of the basic financial statements of an entity. GAAP encompasses the conventions, rules and procedures necessary to define accepted accounting practices at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. GAAP provides a standard by which to measure financial presentations.

**Goal** – Broad mission statements which define the purpose of a department. Governmental Funds – Typically used to account for tax-supported (governmental) activities. These include the General Fund, Special Revenue Funds, Capital Projects Funds and Debt Service Funds.

## I

**Infrastructure** – The physical assets of a government (e.g., streets, water, sewer, public buildings and parks).

## L

**Line-item Budget** – A budget prepared along departmental lines that focuses on what is to be purchased by department.

## M

**Materials and Supplies** – Expendable materials and operating supplies necessary to conduct departmental operations.

**Measure C** – Countywide ½ cent sales tax imposed in Fresno County for transportation for twenty years.

**Measure O** – A \$95 parcel assessment imposed by the city of Orange Cove to fund and improve public safety. It was approved by the voters in November 2014 with 67.6% of the vote, and included an expiration date of Nov. 30, 2024 for which voters would need to reauthorize an extension to the assessment.

**Mello-Roos Bond** – The Mello-Roos (named after its legislative sponsors) Community Facilities District Act of 1982 established a method where by almost every municipal subdivision of the state may form a special, separate district to finance a long list of public facilities by the sale of bonds and finance certain public services on a pay-as-you-go basis. These Community Facilities Districts are formed and bond issues

authorized by a two-thirds vote of the property owners in the district. Typically, the only voters in a district are one or more real estate developers who own or have an option on all of the land in the district. Bonded debt service and/or the public services are paid for by special taxes levied on the real property within the district. As the developer subdivides and sells of the land the new property owner assumes the tax burden.

**Modified Accrual Basis** – The accrual basis of accounting where revenues are recognized when they become both “measurable” and “available” to finance expenditures of the current period. All governmental funds and agency funds are accounted for using the modified accrual basis.

## O

**Objectives** – A simply stated, readily measurable statement of aim or expected accomplishments with the fiscal year. A good statement of objective should imply a specific standard of performance for a given program or stated goal.

**Operating Expenses** – The cost of personnel, materials and equipment required for a department to function.

**Operating Revenue** – Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

## P

**Performance Indicators** – Specific quantitative and qualitative measures of work performed as an objective of specific departments or programs.

**Performance Measure** – Data collected to determine how effective or efficient a program is in achieving its objectives.

**Personnel Services** – Expenditures for salaries, wages, and fringe benefits of a government’s employees.

**Program** – A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

**Program Performance Budget** – A method of budgeting whereby the services provided to the residents are broken down in identifiable service programs or performance units. A unit can be a department, a division, or a workgroup. Each program has an identifiable service or output and objectives to effectively provide the service. Performance indicators measure the effectiveness and efficiency of providing the service by the program.

## R

**Redevelopment Agency** – A legislatively established subdivision of government established to revitalize blighted and economically depressed areas of a community and to promote economic growth. Tax Allocation bonds are issued to pay the cost of land and building acquisition and their redevelopment and are paid by the incremental increase in property tax revenues produced by the increase assessed value of the area after redevelopment. Redevelopment Agencies may also sell Housing Mortgage Revenue Bonds to finance housing units within the area, 20% of which must be for low-cost housing.

**Reserve** – An account used to designate a portion of the fund balance for a specific future use and is therefore, not available for general appropriation.

**Resolution** – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or a statute.

**Revenue** – Increases in fund resources. Revenue includes income from user fees, taxes, permits and other sources.

## S

**Self-Supporting Activities** – An enterprise activity where all service costs (including principal and interest debt payments) are covered solely from the earnings of the enterprise.

**Special Revenue Funds** – Used to account for revenue derived from specific taxes or other earmarked revenue sources (other than expendable trusts or for major capital projects) that are restricted by law or administrative action to expenditures for specified purposes.

**Status Quo Budget** – A method of budgeting whereby the prior allocations for budgets are carried from one fiscal year to the next and captures contractual changes without adjusting baseline budget allocations. Payroll and Benefits are recalculated based on anticipated career step allocations, any agreed upon negotiated salary adjustments with labor groups, and updated benefit rates from providers. It does not include any allocation changes for non-payroll items and one-time budget items from the prior year are removed. A status quo budget identifies the changes in costs for continuing operations without making any changes to staffing or accommodating requests.

**Subsidy** – Supplemental resources provided to ensure adequate funding when anticipated expenditures exceed revenues.

**Supplemental Appropriation** – An additional appropriation made by the governing body after the budget year has started.

## T

**Tax Levy** – The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

**Taxes** – Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for the current or permanent benefit, such as special assessments.

**Transfer In/Out** – Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

## U

**Unencumbered Balance** – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

**User Fees** – Payments made by users or customers of publicly provided services that benefit specific individuals. These services exhibit “public good” characteristics. Examples of user fees are fees paid for recreational activities or building fees.



## Budgeted Positions

TITLE	2023/24 FTE	2024/25 FTE	CHANGE
<b>CITY COUNCIL</b>			
MAYOR	1	1	0
MAYOR PRO TEM	1	1	0
COUNCIL MEMBER	3	3	0
<b>PUBLIC WORKS</b>			
PW DIRECTOR/ASST. CITY MANAGER	1	1	0
ASSISTANT PW DIRECTOR	1	1	0
CHIEF PLANT WATER OPERATOR	0	1	1
MAINTENANCE WORKER I	3	3	0
MAINTENANCE WORKER II	1	1	0
MAINTENANCE WORKER III	1	1	0
PUBLIC WORKS SUPERVISOR	1	1	0
STREET SWEEPER	1	1	0
WASTE WATER PLANT OPERATOR II	1	1	0
WASTE WATER PLANT OPERATOR TRAINING	0	1	1
WATER SYSTEM OPERATOR	1	1	0
<b>PUBLIC SAFETY</b>			
POLICE CHIEF	1	1	0
SERGEANT	3	3	0
POLICE OFFICER (1 FTE FROZEN)	11	11	0
ANIMAL CONTROL OFFICER	0	1	1
POLICE RECORDS CLERK I	1	1	0
POLICE RECORDS CLERK II	1	1	0
<b>COMMUNITY DEVELOPMENT</b>			
PLANNING DIRECTOR	1	1	0
CITY INSPECTOR	1	1	0
<b>ADMINISTRATION</b>			
CITY MANAGER	1	1	0
CITY CLERK/HR	1	1	0
FINANCE DIRECTOR	1	1	0
ASSISTANT FINANCE DIRECTOR	1	1	0
SENIOR ACCOUNTING TECHNICIAN	1	1	0
ACCOUNT CLERK II	2	2	0
FIELD ASSISTANT/OFFICE CLERK	0	1	1
<b>GRAND TOTAL</b>	<b>42</b>	<b>46</b>	<b>4</b>

## Salary Schedule

TITLE	A	B	C	D	E
		5%	5%	5%	5%
<b>ACCOUNTING TECHNICIAN III/BLDG</b>					
HOURLY RATE	21.18	22.24	23.35	24.52	25.74
MONTHLY RATE	3,671.20	3,854.76	4,047.50	4,249.87	4,462.37
ANNUAL RATE	44,054.40	46,257.12	48,569.98	50,998.47	53,548.40
<b>ACCOUNTING TECHNICIAN III/DEPUTY CITY CLERK</b>					
HOURLY RATE	21.18	22.24	23.35	24.52	25.74
MONTHLY RATE	3,671.20	3,854.76	4,047.50	4,249.87	4,462.37
ANNUAL RATE	44,054.40	46,257.12	48,569.98	50,998.47	53,548.40
<b>ACCOUNT CLERK I</b>					
HOURLY RATE	17.55	18.43	19.35	20.32	21.33
MONTHLY RATE	3,042.00	3,194.10	3,353.81	3,521.50	3,697.57
ANNUAL RATE	36,504.00	38,329.20	40,245.66	42,257.94	44,370.84
<b>ACCOUNT CLERK II</b>					
HOURLY RATE	19.35	20.32	21.33	22.40	23.52
MONTHLY RATE	3,354.00	3,521.70	3,697.79	3,882.67	4,076.81
ANNUAL RATE	40,248.00	42,260.40	44,373.42	46,592.09	48,921.70
<b>SENIOR ACCOUNTING TECHNICIAN</b>					
HOURLY RATE	27.74	29.12	30.58	32.11	33.72
MONTHLY RATE	4,807.90	5,048.30	5,300.71	5,565.75	5,844.04
ANNUAL RATE	57,694.83	60,579.57	63,608.55	66,788.98	70,128.43
<b>DISPATCH</b>					
HOURLY RATE	16.29	17.10	17.96	18.86	19.80
MONTHLY RATE	2,823.60	2,964.78	3,113.02	3,268.67	3,432.10
ANNUAL RATE	33,883.20	35,577.36	37,356.23	39,224.04	41,185.24
<b>POLICE RECORD CLERK I</b>					
HOURLY RATE	17.33	18.20	19.56	20.54	21.56
MONTHLY RATE	3,003.87	3,154.06	3,390.40	3,559.92	3,737.92
ANNUAL RATE	36,046.40	37,848.72	40,684.80	42,719.04	44,854.99
<b>POLICE RECORD CLERK II</b>					
HOURLY RATE	19.56	20.54	21.56	22.64	23.78
MONTHLY RATE	3,390.40	3,559.92	3,737.92	3,924.81	4,121.05
ANNUAL RATE	40,684.80	42,719.04	44,854.99	47,097.74	49,452.63
<b>SENIOR COORDINATOR</b>					
HOURLY RATE	15.50	16.28	17.09	17.94	18.84
MONTHLY RATE	2,686.67	2,821.00	2,962.05	3,110.15	3,265.66
ANNUAL RATE	32,240.00	33,852.00	35,544.60	37,321.83	39,187.92

TITLE	A	B	C	D	E
<b>BUILDING OFFICAL</b>					
HOURLY RATE	22.93	24.08	25.28	26.54	27.87
MONTHLY RATE	3,974.53	4,173.26	4,381.92	4,601.02	4,831.07
ANNUAL RATE	47,694.40	50,079.12	52,583.08	55,212.23	57,972.84
<b>POLICE OFFICER</b>					
HOURLY RATE	24.34	25.55	26.82	28.15	29.56
MONTHLY RATE	4,218.24	4,429.15	4,649.08	4,879.82	5,123.18
ANNUAL RATE	50,618.88	53,149.82	55,788.93	58,557.82	61,478.14
<b>CORPORAL</b>					
HOURLY RATE	30.25	31.74	33.32	34.99	36.71
MONTHLY RATE	5,243.96	5,501.74	5,775.74	6,064.17	6,363.41
ANNUAL RATE	62,927.49	66,020.86	69,308.93	72,770.05	76,360.96
<b>SERGEANT</b>					
HOURLY RATE	33.40	35.07	36.82	38.66	40.58
MONTHLY RATE	5,790.17	6,078.59	6,381.44	6,700.51	7,034.01
ANNUAL RATE	69,481.98	72,943.10	76,577.28	80,406.14	84,408.06
<b>LIEUTENANT</b>					
HOURLY RATE	39.40	41.36	45.58	47.86	50.25
MONTHLY RATE	6,828.50	7,169.21	7,901.09	8,295.87	8,710.49
ANNUAL RATE	81,942.02	86,030.46	94,813.06	99,550.46	104,525.82
<b>ANIMAL CONTROL</b>					
HOURLY RATE	18.41	19.33	20.30	21.32	22.39
MONTHLY RATE	3,190.72	3,351.16	3,518.81	3,695.47	3,881.14
ANNUAL RATE	38,288.64	40,213.89	42,225.66	44,345.60	46,573.70

# Capital Improvement Plan

Orange Cove - FY24-25 Capital Improvement Project Budget														
II.	Project Name	Fund Type	Budget Description	BUDGET			GRANT / FUNDING PROGRAM							
				Actd	Adopted (\$)	Budget (\$)	Grant / Funding Program	Grant / Funding Program / Award ID	Award (\$)	Start	End			
				FY 23-24	FY 24-25	FY 25-26								
1	P&TA for Wtr. Well and Storage Tanks (HCD)	Wtr. Cap. (165-)	Wtr. Well/Storage Tank Planning Grant (HCD-C08G)	165-3617-006 (R) 166-6590 (E)	232,500.00	32,500.00	200,000.00	Community Development Block Grant (CDBG) (HCD) 21	Housing & Community Development (HCD) 21-CDBG-PI-3005	232,500.00	10/28/23	10/28/25		
2	Wtr. Sys. Improvements (SMU)	Wtr. Cap. (165-)	Wtr. Sys. Improvements - Small Con. Drought Relief Grant (DVR)	165-3582-006 (R) 165-6555 (E)	7,921,640.00	2,500,000.00	500,000.00	DWR Smart Community Drought Relief Program / 4500014544	DWR Smart Community Drought Relief Program / 4500014544	7,921,640.00	3/11/23	3/10/25		
3	Sherridan Park Renovation	Gen. Cap. (167-)	Sherridan Park Renovation & Welcome Signs	167-3813-006 (R) 167-6596 (E)	2,325,000.00	2,000,000.00	525,000.00	City of Orange Local Grant Program (CCLGP) CCL-5301(026)	CCLGP / CCL-5301(026)	2,325,000.00	7/20/22	7/1/25		
4	Sequoia View Community Park	Gen. Cap. (167-)	Sequoia View Community Park	167-3618-006 (R) 167-6812 (E)	1,819,000.00	500,000.00	819,000.00	Prop 68 / Statewide Park Devp. & Community Revitalization Program Project No. 25-19-084	Project No. 25-10-084	1,819,000.00	12/8/21	12/31/27		
5	Park Blvd. Infrastructure Project	Street Cap. (166-)	Park Blvd. Infrastructure Project (E0A)	166-3155-006 (R) 166-6808 (E)	1,942,000.00	1,500,000.00	442,000.00	Devp. Administration Project No. 25-19-084	Federal Award ID No. 07-01-07132	1,942,000.00	3/15/22	7/18/25		
6	Park Blvd. Infrastructure Project (City Match)	Street Cap. (166-)	Park Blvd. Infrastructure Project (City Match)	27-6808 (E)	455,700.00	355,700.00	100,000.00	City CIP Funds	City CIP Funds	0.00	3/15/22	7/18/25		
7	ATP-SB1 Bike Lane, Sidewalk & Crossings (025) @ South & Center St.	Street Cap. (166-)	ATP-SB1 Bike Lane, Sidewalk & Crossings (025)	166-3657-006 (R) 166-6807 (E)	973,000.00	473,000.00	500,000.00	CalTrans / ATP-SB1-5301(025)	CalTrans / ATP-SB1-5301(025)	973,000.00	7/13/22	6/16/25		
8	CMAQ Alley Paving (024)	Street Cap. (166-)	CMAQ Alley Paving (024)	166-3656-006 (R) 166-6808 (E)	656,656.00	500,000.00	56,656.00	CalTrans / CMAQ / CML-5301(024)	CalTrans / CML-5301(024)	656,656.00	3/16/22	3/21/25		
9	Seven Intersections Improvement (011)	Street Cap. (166-)	Seven Intersections Improvement (011)	166-3628-006 (R) 166-6811 (E)	249,930.00	200,000.00	49,930.00	CalTrans HSP, Project ID: H11-06-021	CalTrans HSP, Project ID: H11-06-021	249,930.00	x/x/x/x	3/31/28		
10	Seven Intersections Improvement (011), 10% City Match	Street Cap. (166-)	Seven Int. Improvement (011) / 10% City Match	166-3940 (R) 51-5672 (E)	27,720.00	20,770.00	7,000.00	City CIP Funds	City CIP Funds	0.00	x/x/x/x	3/31/28		
11	Park Blvd. Chip Seal (Anchor - 5th S.)	Street Cap. (166-)	Park Blvd. Chip Seal	166-3654-006 (R) 166-6914 (E)	220,731.00	20,731.00	200,000.00	FCOS Surface Trans. Block Grant CalTrans STBG TTP Grant	CalTrans STBG TTP Grant	220,731.00	3/11/22	3/11/25		
12	Park Blvd. Chip Seal (Anchor - 5th S.), 23% City Match	Street Cap. (166-)	Park Blvd. Chip Seal / 23% City Match	166-3940 (R) 28-5698 (E)	65,919.00	5,919.00	60,000.00	City CIP Funds	City CIP Funds	65,919.00	3/11/22	3/11/25		
13	SB1 - 6th Street Resurfacing (City Match)	Street Cap. (166-)	SB1 - 6th Street Resurfacing (City Match)	166-3629-006 (R) 166-6840 (E)	135,000.00	0.00	135,000.00	SB1 Road Repair and Accountability Act	SB1	135,000.00	11/16/22	10/31/24		
14	SB1 - 6th Street Resurfacing (City Match)	Street Cap. (166-)	SB1 - 6th Street Resurfacing (City Match)	166-3624-006 (R) 166-6601 (E)	500,000.00	400,000.00	100,000.00	Affordable Housing & Sustainable Communities Grant (AHSC) 19-AHSC-	Agreement No.: 19-AHSC-12757	500,000.00	x/x/x/x	6/1/25		
15	AHSC - Anaya Village - 78A	Gen. Cap. (167-)	AHSC - Anaya Village - Transportation Related Amenities (78A)	167-3630-007 (R) 167-6954 (E)	740,000.00	500,000.00	240,000.00	Affordable Housing & Sustainable Communities Grant (AHSC) 19-AHSC-	Agreement No.: 19-AHSC-12757	740,000.00	3/25/20	12/31/24		
16	AHSC - Anaya Village - 5TH	Gen. Cap. (167-)	AHSC - Anaya Village - Sustainable Transportation Improvements (5TH)	167-3630-007 (R) 167-6854 (E)	2,220,000.00	350,000.00	350,000.00	Affordable Housing & Sustainable Communities Grant (AHSC) 19-AHSC-	Agreement No.: 19-AHSC-12757	700,000.00	3/25/20	12/31/24		



## Schedule of Debt

### Governmental Activities

#### Special Assessment Bond Payable

In March 1990, the City issued \$2,450,684 in special assessment bonds with interest rates at 5% payable semi-annually. The proceeds were used to finance a sewer plant expansion project. These bonds are payable from assessments on the property owners within the City.

Years ending in June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 81,000	\$ 42,375	\$ 123,375
2023	85,000	38,225	123,225
2024	88,000	33,900	121,900
2025	93,000	29,375	122,375
2026	98,000	24,600	122,600
2027-2030	443,000	45,775	488,775
	<u>\$ 888,000</u>	<u>\$ 214,250</u>	<u>\$ 1,102,250</u>

#### PG&E Street Lights Loan

In 2015, the City financed \$21,238 from Pacific Gas & Electric for the LED Street Lights project.

Years ending in June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 2,178	\$ -	\$ 2,178
2023	2,178	-	2,178
2024	2,178	-	2,178
2025	908	-	908
	<u>\$ 7,442</u>	<u>\$ -</u>	<u>\$ 7,442</u>

## Business-Type Activities

### 1995 Orange Cove Public Financing Authority Revenues Bond Payable

In 1995, the City issued \$907,650 in revenue bonds with interest rates at 4.5% payable semi-annually thru 2035. The proceeds were used to finance a Water System Improvement Project. The City signed a lease agreement with the Authority with loan payments plus interest due semiannually.

Years ending in June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 25,500	\$ 23,231	\$ 48,731
2023	26,500	22,061	48,561
2024	28,000	20,835	48,835
2025	29,000	19,553	48,553
2026	30,500	18,214	48,714
2027-2031	173,500	68,794	242,294
2032-2036	170,864	25,134	195,998
	<u>\$ 483,864</u>	<u>\$ 197,822</u>	<u>\$ 681,686</u>

### 2005 Certificate of Participation Water Loan

In July 2005, the City borrowed \$425,000 from the U.S. Government to facilitate water plant improvements. The interest rates is at 4.125% payable semi-annually.

Years ending in June 30,	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 40,673	\$ 7,472	\$ 48,145
2023	41,884	6,261	48,145
2024	43,121	5,024	48,145
2025	44,423	3,721	48,144
2026	45,736	2,408	48,144
2027-2031	28,333	-	28,333
	<u>\$ 244,170</u>	<u>\$ 24,886</u>	<u>\$ 269,056</u>

2024-2025 Proposed Operating Budget