



SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**June 14, 2018
1:05 PM**

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Special Meeting, on June 14, 2018 in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to this meeting at 935-1533 x113. Anyone interested in translation services should contact the Deputy City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Special Meeting will begin at 1:05 p.m. and the agenda will be as follows:

1. CALL TO ORDER

1. Pledge of Allegiance
2. Changes to the Agenda
3. Council's Approval of Agenda

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS (NONE)

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

4. PUBLIC HEARINGS

1. Public Hearing regarding Public Input on District Boundaries for City-wide District Elections (5th and Final Reading)

5. CONSENT CALENDAR

1. Approve Ambulance Billing Contract with Wittman Enterprises
2. Waive Second Reading and Adopt Ordinance No. 811 Adding Sections 2-1.402, 2-1.403, 2-1.404 relating to District Election Procedures
3. Adopt Resolution No. 3819, Requesting the Board of Supervisors of the County of Fresno to Consolidate and Canvass the Election and Permit the County Clerk of Fresno County to Render Specified Services to the City of Coalinga Relating to the Conduct of the Municipal Election to be Held in the City of Coalinga on November 6, 2018 and Appropriate Funds to Pay for Said Services
4. Adopt Resolution No. 3820 Calling for a Municipal Election to Submit to the Voters a Local Ballot Measure Adopting a One-Percent Transactions and Use (Sales) Tax to Fund Coalinga City Services Including Police and Fire Protection; and Other General Services and Requesting the Board of Supervisors of Fresno County to Consolidate a Municipal Election on a Local Measure with Other Elections to be Held on November 6, 2018

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS (NONE)

7. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

8. ANNOUNCEMENTS

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

9. FUTURE AGENDA ITEMS

10. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION. Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9 - 1 case
2. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6. CITY NEGOTIATORS: City Manager, Marissa Trejo; City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): Coalinga's International Association of Firefighters
3. CITY MANAGER'S PERFORMANCE EVALUATION – Government Code 54957(b)

11. ADJOURNMENT

Closed Session: A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Public Hearing regarding Public Input on District Boundaries for City-wide District Elections (5th and Final Reading)
Meeting Date: June 14, 2018
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
MAP_COUNCIL_ADOPTED_DISTRICTS_2.pdf	Map - Council Adopted Districts

Adopted 180606	1	2	3	4	5
Population	2661	2660	2768	2708	2850
Deviation	-68	-69	39	-21	121
% Deviation	-2.5%	-2.5%	1.4%	-0.8%	4.4%
Latino	38.9%	56.7%	61.6%	66.4%	48.3%
White	48.7%	39.1%	30.7%	27.5%	39.2%
Black	5.8%	1.1%	1.7%	2.1%	8.8%
Asian	4.3%	1.1%	4.7%	3.0%	2.6%
Voting Age Population					
Latino	34.4%	50.4%	56.2%	57.7%	40.0%
White	51.7%	45.0%	35.1%	35.0%	45.5%
Black	6.9%	1.2%	1.9%	2.4%	10.9%
Asian	4.6%	1.3%	5.5%	3.8%	2.3%
Citizen Voting Age (D16)					
Latino	28.0%	50.3%	43.6%	56.6%	46.8%
White	64.6%	44.7%	39.0%	32.4%	41.9%
Black	3.1%	2.8%	7.1%	8.4%	6.4%
Asian	3.0%	2.1%	6.5%	1.9%	2.5%

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Approve Ambulance Billing Contract with Wittman Enterprises
Meeting Date: June 14, 2018
From: Marissa Trejo, City Manager
Prepared by: Dwayne Gabriel, Fire Chief

I. RECOMMENDATION:

Chief Gabriel recommends authorizing him to sign contract with Wittman Enterprises for ambulance billing services.

II. BACKGROUND:

In 2015, ambulance billing services were moved from a contract with Wittman Enterprises to a Joint Powers Agreement with Novato Fire Protection District. We were notified in February of this year that Novato's Board of Directors voted to dissolve all such agreements effective July 31, 2018.

III. DISCUSSION:

In 2001, the City contracted out ambulance billing services to Wittman Enterprises. Wittman provided these services until May 1, 2015, when a Joint Powers Agreement was entered with Novato Fire Protection District to provide these services. Novato is our current billing agency.

Earlier this year, Novato's Board of Directors voted to dissolve all JPA's with outside agencies. They are continuing to provide these services for new calls through July 31, 2018.

The fee for this service is 4.6% of net collections – the same fee as Novato was charging us.

If this contract is approved, we are targeting a July 1st change to Wittman to follow the fiscal year, and facilitate GEMT and IGT reporting.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

No change in cost for ambulance billing.

ATTACHMENTS:

File Name	Description
 Wittman_Coalinga_Contract_Final.docx	Wittman Contract

**AGREEMENT FOR PROFESSIONAL
AMBULANCE BILLING SERVICES
BETWEEN CITY OF COALINGA
AND WITTMAN ENTERPRISES, LLC**

This Agreement made effective on this **1st** day of **July 2018** (“Effective Date”), by and between **The City of Coalinga**, (“PROVIDER”) and **Wittman Enterprises, LLC**, (“W.E.”).

RECITALS

WHEREAS, PROVIDER desires to use the billing service offered by W.E. an independent contractor, as its agent for the purpose of performing the services described in SECTION 2. SCOPE OF SERVICES.

WHEREAS, concurrently with entering into this Agreement that parties are also entering into the HIPAA Business Associate Agreement (“HIPAA Agreement”), attached hereto and incorporated by this reference as though fully set forth herein; and

WHEREAS, this Agreement is the “UNDERLYING Agreement” as defined by and reference in the HIPAA Agreement.

WITNESSETH

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. TERM: This Agreement shall commence on the Effective Date and it shall continue in full force and in effect until it is terminated by either party, giving ninety (90) days advance written notice to the other party.

2. SCOPE OF SERVICES: W.E. will perform services as set forth detailed in this section. PROVIDER understands, agrees to, and accepts that W.E. has no responsibility or obligation for determining the accuracy of any claims made to governmental agencies, and that W.E. relies on PROVIDER for making any such claims on documentation. All services provided pursuant to this Agreement shall also be subject to the terms and conditions of the HIPAA Agreement. To the extent there is any conflict between the provisions of this Agreement and the provisions of the HIPAA Agreement, the HIPAA Agreement will control, as set forth in Section 5.3 of the HIPAA Agreement.

2.1 Private Billing W.E. to prepare all invoices and follow-up mailings. Initial invoicing with both English and Spanish instructions will be on 8 x 11 billings and will be placed in envelopes, sealed and mailed, postage prepaid. Initial invoicing occurs within four (4) days of receipt of transport tickets. The Patient may also have the option to receive billing electronically. A toll free 800-like telephone number will be provided to patients. An initial telephone call will also be made at this time to elicit any insurance information from the patient or patient’s family. If they receive no answer on this call,

W.E will send an inquiry letter in addition to the initial invoice. The standard bill schedule is as follows:

Private Bill Schedule

1. Invoice	Immediately
2. Statement	30 days
3. Past Due	20 days
4. Final Demand	10 days

2.2 Medicare and Medi-Cal: W.E. will prepare all invoices and electronically convey to Medicare and Medi-Cal fiscal intermediaries within seven (7) days of receipt patient documentation.

All secondary and coinsurance billing will be transferred immediately to the appropriate secondary pay source and billed within 24 hours to that source.

2.3 Workers' Compensation and Private Insurance: W.E. to bill private insurance, supplemental insurance, secondary insurance and Workers' Compensation billed according to specific requirements. Electronic billing of insurance companies is performed where appropriate. Any correspondence for additional information or follow up necessary to secure insurance payments will be performed by W.E.

2.4 Delinquent Claim Handling: Telephone follow up at a minimum of 3 calls will continue to the patient until payment in full is received, acceptable payment arrangements are established or account is returned to the PROVIDER for collection or other handling. W.E. will provide PROVIDER a report listing all accounts that have been inactive for five (5) months in a format specified by PROVIDER.

2.5 Receipts Processing: W.E. will accept payments in the form of cash, check, money order, cashier's check or credit card. All cash receipts will be deposited and posted within one (1) day of receipt of funds. All funds will be deposited into a PROVIDER-designated bank account. Bank deposit receipts will be sent electronically to PROVIDER. W.E. shall have no access to the proceeds of the receipts. All funds are under the exclusive control of PROVIDER.

And/Or

W.E. will receive electronic copies of payments deposited by PROVIDER and post those payments to the correct patient account within one (1) day of receipt.

All credit card fees incurred through payment processing will be the responsibility of the PROVIDER. A credit card processor/merchant account will be designated and set up by PROVIDER.

2.6 Refunds: W.E. will research and verify all overpayments. If a refund is required, W.E. will submit electronically all supporting documentation to PROVIDER upon completion of research. PROVIDER will issue payment directly to specified party and will send an

electronic copy to W.E., to be posted to the Patients account within 24 hours.

2.7 Reports: Monthly, W.E. will perform accurate month end close procedures that will result, as a minimum, in the following reports:

- Monthly Ticket Survey
- Monthly Sales Journal
- Monthly Cash Receipts Journal
- Monthly Receivables Aging
- Management A/R Analysis
- Statistical Reports customized to client needs

Such reports will be available to PROVIDER on the 15th day of the month following the date of service, or ten (10) business days after the final submission of patient care records from the previous month

2.8 Source Documents: W.E. will retain in electronic format all source documents including attachments for seven (7) years from the date of the reported incident. When service contracted is terminated, all source documents are returned to PROVIDER in an electronic format at PROVIDER's expense.

3. COMPENSATION AND PAYMENT: W.E. will provide the billing services as stated for a fee as outlined in 3.1. W.E. will invoice PROVIDER at the end of each month. Invoices are payable upon receipt and shall be deemed late if not received by W.E. within thirty (30) calendar days of the invoice date.

3.1 FEES:

- | | |
|---------------------|--------------------------|
| (a) Per trip fee of | 4.6% of net collections; |
| (b) Monthly reports | Included |

W.E. will provide PROVIDER financial information for EFT payment of invoices.

4. FINANCE CHARGE: W.E. invoices unpaid by more than forty-five (45) days are subject to a monthly interest charge of 1 1/2% unless in dispute.

5. AGENCY RELATIONSHIP W.E. is an independent billing service contractor and PROVIDER specifically designates W.E. as its agent for the purpose of performing the services described in Section 11 of this Agreement. W.E. and PROVIDER agree that the intermediaries for Medicare and Medicaid may accept claims prepared and submitted by W.E. on behalf of PROVIDER only so long as this Agreement remains in effect.

5.1 Liaison: PROVIDER shall assign a liaison for conference and communication of any matters subject to the services provided by the contract.

5.2 Coordination of Services: The W.E. and PROVIDER mutually agree that person(s) who have knowledge of this agreement and the legal capacity to comply with this agreement shall be available for conference at all regular business hours (Pacific Time). Each party agrees that during a time that this agreement is in effect, the responsible contact person(s) will be

available at all regular business hours (Pacific Time) for communication or other matters of this agreement. The current contact information as of the signing of this agreement is:

Primary Contact for W.E.

Stephanie Cooper-Noe
Client Liaison
11093 Sun Center Drive
Rancho Cordova, CA 95670
916-669-4607
scooper-noe@webillems.com

Primary Contact for PROVIDER

Dwayne Gabriel
Fire Chief
300 W. Elm Street
Coalinga, CA 93210
559-935-1652
dgabriel@coalinga.com

5.3 Training: W.E. will provide annual revenue enhancement training for EMS and financial staff. This includes four (4) hours of teleconference, webinar or Skype-facilitated training for PROVIDER general staff and six (6) hours for EMS management. Additional training as requested by PROVIDER at a contract rate of \$85.00 per instructional hour. Additional onsite training as requested by PROVIDER at a contract rate of \$100.00 per hour plus travel expenses.

6. PERFORMANCE MONITORING: W.E. agrees to allow PROVIDER, or any agent or Consultant as they deem so qualified, to monitor audit, review, examine, or study the methods, procedures and results of the billing and collection methods used.

7. COMPLYING WITH THE LAW: W.E. shall adhere to all applicable state and federal laws and regulations in effect during the term of this Agreement.

8. INSURANCE: W.E. will maintain in force throughout the term of this Agreement the following insurance:

- (a) General Liability Insurance, 3,000,000 aggregate
- (b) Professional liability insurance, 1,000,000
- (c) Workers Compensation insurance, 1,000,000.

9. INDEMNIFICATION AND HOLD HARMLESS

W.E. hereby agrees to indemnify, defend, and save harmless PROVIDER, its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of W.E., its officers, or employees.

PROVIDER hereby agrees to indemnify, defend, and save harmless W.E., its officers and employees from all liability, including any claim of liability and any losses or costs (including reasonable attorneys' fees) arising out of the negligent or intentional act, recklessness or gross negligence of PROVIDER, its officers, or employees.

9.1 W.E. LIMITED LIABILITY: W.E. shall use due care in processing the claims of the PROVIDER, but W.E. will be responsible only to the extent of correcting any errors which occur within W.E.'s reasonable control; such errors will be corrected at no

additional charge to PROVIDER. Damages to PROVIDER for errors in the processing of claims shall be limited to the total compensation that would have been received with the services provided under this agreement, and shall not include any contingent liability, regardless of the form of action. Any potential instances that might qualify under this language will be investigated and negotiated on a case-by-case basis. This paragraph in no way limits indemnification to third parties as addressed above.

10. W.E. SERVICES AND RESPONSIBILITIES: W.E. shall perform the following services for PROVIDER:

- (a) screen, prepare, and submit claims to any and all payors including but not necessarily limited to individual persons, Medicare intermediaries, insurance carriers, companies, government and quasi-government agencies and any other source of pay for ambulance.
- (b) track and trace all claims submitted,
- (c) resubmit or otherwise resolve denied or disallowed claims,
- (d) retain all source documents for 72 months,
- (e) provide adequate precautions to protect confidentiality of patient records in accordance with applicable state and federal law.
- (f) timely submit claims, predicated upon normal working conditions and subject to adjustment at any time in the event of any cause or causes beyond the control of W.E.
- (g) conduct all contact and correspondence with beneficiaries or responsible parties.

11. PROVIDER RESPONSIBILITIES: Provider shall have the following responsibilities to W.E.:

- (a) Provide W.E. with the proper documentation necessary to prepare claims and reach final adjudication,
- (b) Provide W.E. with any correspondence from the fiscal intermediaries, insurance, attorneys, patients in order for W.E. to perform proper follow up of outstanding billings and proper posting and tracking of accounts receivable.
- (c) Obtain patient signature or patient representative signature on trip ticket or indicate why unable to obtain signature.

12. DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Civil Code of Procedure 1283.05 is incorporated into the discovery provisions of CCP §1283 in all issues arising out of or relating to this Agreement, or the breach thereof.

13. EXCUSE OF NON-PERFORMANCE: Neither party shall be liable for damages to the other party for failure of performance under the terms of this Agreement in the event that party's performance is prevented or made unreasonably difficult or costly by any labor dispute beyond control of the party, war, governmental action, looting, vandalism, earthquake, fire, flood, or any other natural occurrence.

14. DISENGAGEMENT AGREEMENT: Upon termination of the contract, W.E. will continue to perform billing services to the date agreed upon as the termination date. W.E. will return to PROVIDER all previously retained source documents, along with a full accounting of outstanding accounts receivable in an electronic format at the PROVIDER's expense.

15. NOTICE: Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the Party to whom the notice is directed, or if transmitted by electronic format to the email address contained in this Agreement or listed below. Notices shall also be deemed served five business days after transmittal by registered, certified, express, or regular mail or by Federal Express to the business address identified in this Agreement.

Wittman Enterprises, LLC

Corinne Wittman-Wong, CEO
11093 Sun Center Drive
Rancho Cordova, CA
Email cwittmanwong@webillems.com

PROVIDER:

Dwayne Gabriel, Fire Chief
300 W. Elm Avenue
Coalinga, CA 93210
Email dgabriel@coalinga.com

Copy to: Jon Riese, Esquire
Signature Law Group
3400 Bradshaw Road Ste. A-4A
Sacramento, CA 95827
(916) 290-7616

18. ENTIRETY: Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the rights of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on the subsequent occasion or of any other term or condition hereof.

Nothing in this Agreement, whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall

any provision give any third persons any rights of subrogation or action over against any party to this Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other understandings, terms or other Agreements expressed or implied, oral or written, except as set forth herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first herein above written.

WITTMAN ENTERPRISES, LLC

CITY OF COALINGA

By:

By:

Corinne Wittman-Wong, CEO (Date)

(Signature) (Date)

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Waive Second Reading and Adopt Ordinance No. 811 Adding Sections 2-1.402, 2-1.403, 2-1.404 relating to District Election Procedures
Meeting Date: June 14, 2018
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

Adopt Ordinance No. 811 Adding Sections 2-1.402, 2-1.403, and 2-1.404 relating to District Election Procedures to Title 2, Chapter 1, Article 4 of the Coalinga Municipal Code.

II. BACKGROUND:

Sections 2-1.402, 2-1.403, and 2-1.404 of Title 2, Chapter 1, Article 4 of the Coalinga Municipal Code shall establish the procedures for the district based-elections for the City Council seats. The City of Coalinga is currently transitioning to district-based elections to comply with the California Voting Rights Act which is codified as Election Code Section 14025 et. seq. Ordinance No. 811 establishes the requirements for candidates to prove residency in their election and establishes the election schedule.

III. DISCUSSION:

Staff has requested this ordinance to be approved to establish the election schedule so that the City can become compliant with the California Voting Rights Act by using a district based-election rather than an at-large system.

Ordinance No. 811 will add sections to the Coalinga Municipal Code to begin the district-based election procedures.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

There is no fiscal impact of passing or denying the ordinance.

ATTACHMENTS:

File Name	Description
ORD#811_District_Elections_FINAL_061418.pdf	Ordinance No. 811 - District Elections

ORDINANCE NO. 811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA ADDING SECTIONS 2-1.402, 2-1.403 and 2-1.404 OF TITLE 2, CHAPTER 1, ARTICLE 4 OF THE COALINGA MUNICIPAL CODE RELATING TO DISTRICT ELECTION PROCEDURES

The City Council of the City of Coalinga does ordain that Sections 2-1.402, 2-1.403, and 2-1.404 are added to Title 2, Chapter 1, Article 4 of the Coalinga Municipal Code as the following:

Section 1. 2-1.402 District Elections for Council

The electors of the City of Coalinga shall elect five Council Members pursuant to Sections 2-1.701 and 2-1.801. General municipal elections are held every two years in even-numbered years. The general municipal election shall be consolidated with the statewide general election. The City Council Members will be installed the first meeting after the votes have been certified.

Section 2. 2-1.403 By-District Electoral System for Five City Council Members

- A. Pursuant to California Government Code Sections 34886 and 34871(c), Council Members shall be elected by-districts in five single-member districts.
- B.
 1. Beginning with the general municipal election in November 2018, Council Members shall be elected in the electoral districts reflected on the map contained in Figure 1 and as subsequently reapportioned as provided by State law. Elections shall take place on a by-district basis as that term is defined in California Government Code Section 34871, meaning one member of the City Council shall be elected from each district, by the voters of that district alone. In accordance with Section 2-1.601, each Council Member shall serve a four-year term, limited to two (2) consecutive terms, until his or her successor has qualified.
 2. Except as provided in subsection (B)(4), the Council Member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code Section 34882 and Elections Code Section 10227.

Residency in a district means a candidate is domiciled in the district. Domicile is defined as: that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

Termination of residency in a district by a Council Member shall create an immediate vacancy for that Council district unless a substitute residence within the district is established within 90 days after the termination of residency.

3. The Fresno County Clerk shall verify voter registration in the district residence claimed for running for a City Council seat. In addition candidate must provide the following additional information to verify their 90 day residency requirement:

- a. Proof of home ownership / rental property. Proof of home ownership as evidenced by providing the following: 1a) a copy of a grant deed, 1b) a mortgage payment billing statement verifying the address, 1c) or any other document that can verify home ownership and residency of the property; and 2a) evidence of a homeowners property tax exemption filed with the Fresno County Assessor for proof that the home is the primary residence.

If a candidate does not have a tax exemption on file they must submit an affidavit signed by the candidate verifying that the home is the candidate's primary residence; or

If the home ownership is in the name of a person other than the candidate, or in the name of a legal entity, such as a trust, partnership or corporation, the candidate must submit an affidavit signed by the homeowner or authorized legal representative of the entity verifying that candidate is living in the home as his/her primary residence; or

If the residence is rented or leased by the candidate, the candidate will provide proof of residency by providing a signed copy of a lease or rental agreement.

If a candidate is living at a residence without a lease/rental agreement and whose name otherwise does not appear in the proof of home ownership, candidate must have landlord/property owner sign an affidavit, under penalty of perjury, verifying candidate's residency in landlords/property owner's property.

- b. Proof of motor vehicle registration. A copy of any motor vehicles registered to the candidate for the residency claimed or proof of a valid California driver's license showing their address on their license is consistent with the address shown on their nomination papers. If the residence address on either the driver's license or auto registration is in the process to being changed, the candidate must provide a document from the California Department of Motor Vehicles (DMV14 form) verifying the change is in process. If a candidate does not own an automobile or does not have a California driver's license, the candidate must submit any other State of California issued identification showing their address on the identification document is consistent with the address shown on their nomination papers.
- c. PG&E / City of Coalinga Utility Bill. A PG&E bill or City of Coalinga utility bill in the candidate's name showing that the service address is consistent with the address in candidate's nomination papers. In the event a PG&E bill or the City of Coalinga utility bill has not been generated, a letter from an authorized representative of the utility provider stating that an account has been opened in the candidate's name will suffice. If there is an agreement with a landlord or other legal entity, as verified by a rental contract or lease contract, that the landlord or other legal entity will pay the utility bill, the candidate must submit an affidavit signed by the landlord or the other legal entity's authorized legal representative verifying that the landlord or other legal entity, is responsible for paying the PG&E bill or the City of Coalinga utility bill.
- d. The candidate must sign an affidavit, under penalty of perjury, verifying residency.

Failure to provide any of the above-required documents will disqualify a candidate from meeting the residency requirement. Willfully submitting false, forged, altered documents or coercing or unduly influencing persons providing affidavit documents will also disqualify candidates and constitute a misdemeanor violation in addition to any other legal remedy available to enforce a similar fraudulent act.

4. Notwithstanding any other provision of this section, each of the Council Members in office at the time this chapter takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified. Vacancies in Council Member offices elected at-large may be filled from the city at-large. At the end of the term of each Council Member, that Member's successor shall be elected on a by-district basis in the districts established in subsection A and the map contained in Figure 1, as subsequently reapportioned as provided by State law. A vacancy in a Council Member office elected by-district shall be filled by a person qualified to hold the office, who is a resident of the district.

Section 3. 2-1.404 Election Schedule for Councilmembers Elected By-District

- A. Consistent with Section 2-1.601, Council Members shall be elected in Council Districts **1, 3, and 5** beginning at the general municipal election in November 2018, and every four years thereafter.
- B. The Council Members from Council Districts **2 and 4** shall be elected beginning at the general municipal election in November 2020, and every four years thereafter.

The foregoing ordinance was introduced by the City Council of the City of Coalinga, California, at a special meeting held on June 6, 2018, and was passed and adopted by the City Council on **June 14, 2018**, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk / Deputy City Clerk

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Adopt Resolution No. 3819, Requesting the Board of Supervisors of the County of Fresno to Consolidate and Canvass the Election and Permit the County Clerk of Fresno County to Render Specified Services to the City of Coalinga Relating to the Conduct of the Municipal Election to be Held in the City of Coalinga on November 6, 2018 and Appropriate Funds to Pay for Said Services

Meeting Date: June 14, 2018

From: Marissa Trejo, City Manager

Prepared by: Shannon Jensen, Assistant to the City Manager/Deputy City Clerk

I. RECOMMENDATION:

The City Manager recommends the City Council adopt Resolution No. 3819 requesting the Board of Supervisors of the County of Fresno to consolidate and canvass the election and permit the County Clerk of Fresno County to render specified services to the City of Coalinga relating to the conduct of the Municipal Election to be held in the City of Coalinga on November 6, 2018 and appropriate funds to pay for said services.

II. BACKGROUND:

The Fresno County Clerk/Registrar of Voters requests a Resolution be executed by the City Council before July 5, 2018 requesting that the Fresno County Clerk/Elections Official conduct the City of Coalinga election.

III. DISCUSSION:

IV. ALTERNATIVES:

The City Council may request changes to the language in the Resolution, however a Resolution ordering the election and requesting consolidation must be submitted to the County on or before July 5, 2018.

V. FISCAL IMPACT:

There will be a cost associated with the election. The proposed budget includes \$55,000 to cover elections costs.

ATTACHMENTS:

File Name	Description
RESO#3819_Municipal_Election_for_City_of_Coalinga_Nov_6__2018_FINAL_061418.pdf	Resolution No. 3819

RESOLUTION NO. 3819

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO
CONSOLIDATE AND CANVASS THE ELECTION AND PERMIT THE COUNTY CLERK OF
FRESNO COUNTY TO RENDER SPECIFIED SERVICES TO THE CITY OF COALINGA
RELATING TO THE CONDUCT OF THE MUNICIPAL ELECTION TO BE HELD IN THE CITY OF
COALINGA, NOVEMBER 6, 2018 AND APPROPRIATING FUNDS
TO PAY FOR SAID SERVICES**

WHEREAS, the next Statewide General Election will take place on November 6, 2018; and

WHEREAS, the City of Coalinga will hold a Regular Municipal Election on Tuesday, November 6, 2018 for the election of three (3) Councilmember's, each for a full four-year term; and

WHEREAS, it is the desire of the City Council of the City of Coalinga to adopt a Resolution requesting the Board of Supervisors of the County of Fresno to consolidate said election with the Statewide General Election pursuant to Part 3 of Division 10 of the Elections Code of the State of California (commencing with Section 10400); and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Coalinga hereby requests the Board of Supervisors of the County of Fresno to consolidate the Municipal Election and the Statewide General Election on November 6, 2018 and perform or authorize the County Clerk to render the specified services set forth in attached **Exhibit "A"**, by reference made a part hereof, relating to the conduct of a regular Municipal Election to be held on Tuesday, November 6, 2018, during the hours required by Statute.

BE IT FURTHER RESOLVED that a sum be appropriated and set aside from the General Funds of the City of Coalinga to reimburse the County of Fresno in full for the services to be performed as herein requested and that said sum be paid to the County of Fresno upon demand and presentation of a bill to the City of Coalinga.

BE IT FURTHER RESOLVED, that the Fresno County Elections Department conducts the election for the following City Councilperson Districts within the City of Coalinga on the November 6, 2018 ballot:

District 1 Councilperson	4-yearterm	to expire 11/30/2022
District 3 Councilperson	4-yearterm	to expire 11/30/2022
District 5 Councilperson	4-yearterm	to expire 11/30/2022

BE IT FURTHER RESOLVED, that the candidate shall, if he/she elects to submit a statement to be included with the sample ballot and sent to the registered voters, pay all costs associated with said election statement; Pursuant to Elections Code Section 13307, the City will accept the County's estimated cost for the candidate's statement. The candidate will pay the County directly for the cost of the candidate statement. The candidate is required to make an estimated pre-payment to the County at the time the candidate files the nomination papers; and

The forgoing Resolution was approved and adopted by the City Council for the City of Coalinga at a special meeting of the City Council held on the **14th day of June, 2018**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Nathan Vosburg, Mayor

ATTEST:

City Clerk / Deputy City Clerk

Exhibit "A"

The following services are requested:

1. The appointment of all required election officers and establishing of polling places. If no public building is available, make arrangements for rental of private residence
2. Publish notice of Appointment of Election officers.
3. Prepare and provide official and sample ballots.
4. Mail sample ballots including candidates' statements.
5. Mail and receive absent voter ballots.
6. Supply all needed materials for polling places including voting booths, ballot boxes and voting punches.
7. Conduct the election.
8. Canvass the election returns on behalf of the City Clerk and certify results.
9. Prorate cost of election.
10. Designate a central counting place, publish notice thereof (Elections Code Section 12107) and provide facilities, services and equipment therefore.
11. In the event of a tie vote between two or more persons receiving an equal and the highest number of votes for the offices to be voted for, to determine the tie by lot.

**STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE
AUTHORITY**

Subject: Adopt Resolution No. 3820 Calling for a Municipal Election to Submit to the Voters a Local Ballot Measure Adopting a One-Percent Transactions and Use (Sales) Tax to Fund Coalinga City Services Including Police and Fire Protection; and Other General Services and Requesting the Board of Supervisors of Fresno County to Consolidate a Municipal Election on a Local Measure with Other Elections to be Held on November 6, 2018

Meeting Date: June 14, 2018

From: Marissa Trejo, City Manager

Prepared by: Mario Zamora, City Attorney

I. RECOMMENDATION:

The City Manager recommends the City Council adopt Resolution No. 3820 calling for a Municipal Election to submit to the voters a local ballot measure adopting a one-percent transactions and use (sales) tax to fund City services including police and fire protection; and other general services and requesting the Board of Supervisors of Fresno County to consolidate a Municipal Election on a local measure with other elections to be held on November 6, 2018.

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

There will be a cost associated with the election. The proposed budget includes \$55,000 to cover elections costs.

ATTACHMENTS:

File Name	Description
RESO#3820_Submitting_Local_Ballot_Measure_Adopting_1%_Sales_Tax_061418.pdf	Resolution No. 3820
ORD#_____ExA_to_Reso#3820_DRAFT_ORD_Adopting_1%_Sales_Tax_061418.pdf	Exhibit A - Ordinance No. ____

RESOLUTION NO. 3820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
CALLING FOR A MUNICIPAL ELECTION TO SUBMIT TO THE VOTERS A LOCAL BALLOT
MEASURE ADOPTING A ONE-PERCENT TRANSACTIONS AND USE (SALES) TAX TO FUND
COALINGA CITY SERVICES INCLUDING POLICE AND FIRE PROTECTION; AND OTHER
GENERAL SERVICES AND REQUESTING THE BOARD OF SUPERVISORS OF FRESNO COUNTY TO
CONSOLIDATE A MUNICIPAL ELECTION ON A LOCAL MEASURE
WITH OTHER ELECTIONS TO BE HELD ON NOVEMBER 6, 2018

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COALINGA AS FOLLOWS:

WHEREAS, the City Council deems it advisable to submit to the voters a ballot measure to approve a one-percent (1%) transactions and use (sales) tax to fund city services, including police and fire protection, and other general services; and

WHEREAS, the City Council is authorized to request an order that the ballot measure election be consolidated with other elections to be held on the same day and in the same territory (California Elections Code 10400 et seq.); and

WHEREAS, it is desirable that said ballot measure election be consolidated with the statewide general election to be held November 6, 2018; that within the City, the precincts, polling places, and election officers for the two elections be the same; that the Board of Supervisors canvass the returns of the City ballot measure election; and said City ballot measure election be held in all respects as if there were only one election;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COALINGA:

2. Call for Election. The City Council hereby calls a municipal election on **November 6, 2018** for the purpose of submitting to the voters a ballot measure to approve **one-percent (1%)** transactions and use (sales) tax to fund Coalinga city services, including police, fire and emergency services; and other general services. A majority vote of the votes cast is required for the passage of the ballot measure.

3. Form of Measure. The text of the proposed ordinance to be submitted to the voters is attached as **Exhibit A** to this resolution. The exact form of the measure to be voted upon shall appear on the ballot as follows:

To help prevent the loss of vital public safety services, and to protect other general services, shall the City of Coalinga enact a general-purpose, one-percent sales tax, expected to generate \$850,000 annually, with annual independent audits with an expiration (sunset) in ten (10) years?	Yes
	No

The measure shall be designated on the ballot by a letter assigned by the County printed on the left margin of the square containing the description of the measure, as provided in California Election Code Section 13116.

4. Transmission to the City Attorney. The City Clerk is directed, pursuant to Elections Code Section 9280, to transmit a copy of the measure to the City Attorney for the purpose of preparing an impartial analysis of the measure.

5. Full Text of the Measure. The full text of the "Ordinance of the City of Coalinga Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization," enacting a one-percent Transactions and Use (Sales) Tax to fund Coalinga city services will be available at no cost, from the City Clerk's Office or on the City's website: www.coalinga.com. A statement about how to obtain the full text of the Ordinance will be included in the Voter Information Pamphlet below the Impartial Analysis.

6. Consolidation of Election. The City Council requests that the Board of Supervisors of the County of Fresno, State of California order the consolidation of the election in the City of Coalinga to be held on November 6, 2018, with any other election(s) to be held on the same date, under California Election Code Sections 10400 et seq.

7. Deadline for Submittal of Arguments. Pursuant to the Elections Code of the State of California the county elections official "... shall fix and determine a reasonable date prior to the election after which no arguments for or against any county measure may be submitted for printing and distribution to the voters ..." (Elections Code 9163). Once the final deadline is determined by the County, arguments for and against shall not to exceed 300 words and sent to the City Clerk for transmittal to the County Registrar of Voters is hereby set for _____ at 4:00 p.m. The provisions of this Section shall apply only to the election to be held on November 6, 2018 and shall then be repealed.

8. Conduct of the Election. The consolidated election shall be held and conducted, election officers appointed, voting precincts designated, ballots printed, polls opened and closed, ballots counted and returned, returns canvassed, results declared, certificates of election issued, and all other proceedings incidental to and connected with the election shall be regulated and done by the County Clerk in accordance with the provisions of law regulating a regularly scheduled election. The Board of Supervisors is hereby requested to issue all officers of the County charged with duties pertaining to the November 6, 2018 election instructions to take any and all steps necessary for the holding of such consolidated election. (California Elections Code 10418.)

9. Costs. The City will reimburse the County for the actual cost incurred in conducting the election upon receipt of a bill stating the amount due as determined by the Election Official.

10. Filing with County. The City Clerk is directed to file with the Board of Supervisors and the County Clerk of Fresno County certified copies of this resolution. The foregoing Resolution No. 3820 was adopted by the Coalinga City Council on the **June 14, 2018**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nathan Vosburg, Mayor

City Clerk / Deputy City Clerk

Exhibit A

(ORDINANCE NO. ____)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA ADDING
SECTION 101-112 TO TITLE 3 CHAPTER 6 TO THE COALINGA MUNICIPAL CODE TO
PROVIDE FOR AN ADDITIONAL ONE-PERCENT TRANSACTIONS AND
USE TAX FOR GENERAL PURPOSES

BE IT ORDAINED BY THE COUNCIL AND THE PEOPLE OF THE CITY OF COALINGA:

SECTION I. AMENDMENT OF CODE.

Coalinga Municipal Code Title 3, Chapter 6, is hereby amended by the addition of a new Chapter to read as follows:

CHAPTER 3.-6.100 TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES

- 3-6.101 Purpose/Title.
- 3-6.102 Operative Date.
- 3-6.103 Contract with State.
- 3-6.104 Transactions Tax Rate.
- 3-6.105 Place of Sale.
- 3-6.106 Use Tax Rate.
- 3-6.107 Adoption of Certain Sections of California Revenue & Taxation Code by Reference.
- 3-6.108 Limitations on Adoption of State Law and Collection of Use Taxes.
- 3-6.109 Permit Not Required.
- 3-6.110 Exemptions and Exclusions.
- 3-6.111 Amendments.
- 3-6.112 Enjoining Collection Prohibited.

Sec. 3-6.101 Purpose/Title:

This Ordinance shall be known as the City of Coalinga Transactions and Use Tax for General Purposes ordinance. The City of Coalinga shall hereinafter be called "City." This ordinance shall be applicable in the incorporated territory of the City. This Ordinance of the Coalinga Municipal Code has been adopted for the following purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not

inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practical to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes;

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will, to the greatest degree possible consistent with the provisions of Parts 1.6 and 1.7 of Division 2 of the said Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions thereof.

(e) To provide a source of revenue to be used by the City for general purposes. There shall be no legal obligation created by this Chapter for use of the funds for specific purposes.

Sec. 3-6.102 Operative Date and Sunset.

"Operative date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, April 1, 2019. This ordinance shall expire April 1, 2029.

Sec. 3-6.103 Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation hereof. If the City has not contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract. The Council may make any technical amendments to this Ordinance required by the California Department of Tax and Fee Administration, except for any changes affecting the tax rate, its manner of collection, or the purpose for which the revenue from the tax may be used.

Sec. 3-6.104 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1.00%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in the City of Coalinga on and after the operative date of this Ordinance. This tax is imposed in addition to the tax imposed pursuant to Chapter 3.12 of this Code.

Sec. 3-6.105 Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax,

regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Sec. 3-6.106 Use Tax Rate.

An excise tax is hereby imposed on the storage, use, or other consumption in the City of tangible personal property purchased from any retailer on or after the operative date of this Ordinance for storage, use or other consumption in said territory, at the rate of one percent (1.00%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made. The tax imposed is in addition to the tax imposed pursuant to Chapter 3.12 of this Code.

Sec. 3-6.107 Adoption of Certain Sections of California Revenue & Taxation Code by Reference.

Except as otherwise provided in this Ordinance, and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of said Code, as amended and in force and effect on the operative date of this Ordinance, applicable to use taxes are hereby adopted and made a part of this section as though fully set forth herein.

Sec. 3-6.108 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

(2) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

(3) In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(A) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

- (B) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

(4) In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(b) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Sec. 3-6.109 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Sec. 3-6.110 Exemptions and Exclusions.

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(A) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(B) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

(5) For the purposes of subsections (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

(5) For the purposes of subsections (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the

Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Sec. 3-6.111 Amendments/Severability:

All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Sec. 3-6.112 Enjoining Collection Prohibited:

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the State or this City, or against any officer of the State or this City, to prevent or enjoin the collection hereunder, or Parts 1.6 and 1.7 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

SECTION II: STATUTORY AUTHORITY FOR TAX.

This ordinance is adopted pursuant to Revenue and Taxation Code section 7285.9.

SECTION III: ELECTION REQUIRED.

This ordinance shall not become operative unless and until at least a majority of the electors voting on this measure vote to approve the imposition of the tax at the election to be held on November 6, 2018.

SECTION IV: ANNUAL AUDIT.

By no later than December 31st of each year, the City's independent auditors shall complete a financial audit report to include the revenue raised and expended by this tax.

SECTION V: EFFECTIVE DATE.

This ordinance shall take effect on April 1, 2019, if approval by a majority of voters at the general election to be held on November 6, 2018.

SECTION VI: CERTIFICATION; PUBLICATION.

Upon approval by the voters, the City Clerk shall verify to the passage and adoption of this ordinance and shall cause it to be published according to law and transmitted to the California Department of Tax and Fee Administration.

ATTEST:

CITY COUNCIL OF THE CITY OF COALINGA

Wanda Earls, City Clerk

Nathan Vosburg, Mayor

APPROVED BY THE FOLLOWING VOTE OF THE PEOPLE ON _____:

CITY OF COALINGA)

STATE OF CALIFORNIA)

CITY CLERK CERTIFICATION

COUNTY OF TULARE)

I, Wanda Earls, City Clerk of the City of Coalinga, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. _____ introduced at a regular meeting of the City Council of the City of Coalinga held on the ____ day of _____, 201__, and adopted at a regular meeting on the ____ day of _____, 201__ upon motion by _____, second of _____ by the following vote, as the same appears of record and on file in my office:

AYES:

NOES:

ABSTAIN:

ABSENT:

WITNESS my hand and Corporate City Seal of Coalinga this ____ day of _____, 201__.

OFFICE OF THE CITY CLERK OF COALINGA

City Clerk / Deputy City Clerk