



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**September 5, 2019
6:00 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 Regular Meeting, on September 5, 2019 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113.

The Meeting will begin at 6:00 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 within the jurisdiction of the Council. 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 (NONE)

5. CONSENT CALENDAR

1. Check Register: 07/01/2019 - 07/31/2019
2. Adopt Resolution No. 3913 Amending the Basic Pay Scale
3. Adopt Resolution No. 3914 Establishing the General Pay Scale
4. Adopt Resolution No. 3915 Authorizing City Manager to Amend General Job Descriptions
5. Approve Memorandum of Understanding between Service Employees International Union Local 521 and City of Coalinga
6. Authorize the City Manager to Approve Lease Amendment between City of Coalinga and Thrive Ministries Located at 148 W. Elm Street
7. Rejection of Claim for Damages Presented by Martin Galvan
8. Approval of Resolution No. SA-331 Approving a Purchase and Sale Agreement by which the Successor Agency will Sell Certain Property Located at the South-West Corner of Elm and Cherry Avenues (APNs: 071-084-01; 071-084-02; 071-084-03; 071-084-21 and 071-084-06) to Salyer American Inc. in Accordance with the Department of Finance Approved Long Range Property Management Plan and the Dissolution Law
9. City Council Adoption of Resolution No. 3912 – Acceptance of Public Street Easement related to the Forest/Truman and Baker Reconstruction Project
10. Consideration of Bid Award for Phelps Avenue Improvements Project
11. Authorize Police Department to Redirect The Remaining Capital Project Funds to Replace The Department's Access Control System
12. Declare Old Animal Control Truck as Surplus Property
13. Police Department's Monthly Report
14. Public Works & Utilities Monthly Report for August 2019

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Introduce and Waive First Reading of Ordinance No. 832 Adding Chapter 16 to Title 5 of the Coalinga Municipal Code to Regulate Smoking and Tobacco Product Use
Mercedes Garcia, Senior Administrative Analyst
2. Discussion, Direction and Potential Action Regarding the City Council Transitioning to an At-Large Election System for the Office of Mayor
Mario Zamora, City Attorney

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – Potential Litigation. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) - 1 case
2. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6.

CITY NEGOTIATORS: City, Marissa Trejo and City Attorney, Mario Zamora.
EMPLOYEE (ORGANIZATION): Nonrepresented Employees and the Coalinga
Police Officer's Association

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Government Code Section 54956.9(d)(1): 1 Case. Superior Court Case No.: 19 CE
CG 01242 Edith Sanchez v. City of Coalinga

10. CLOSED SESSION REPORT

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.

11. ADJOURNMENT

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

Subject: Check Register: 07/01/2019 - 07/31/2019
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Vivian Saucedo, Financial Services Supervisor

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Check_Register_Cover_Sheet_for_Council-_07-2019.pdf	Check Register Cover Sheet - July 2019
<input type="checkbox"/> Expense_Approval_Rpt-07-2019.pdf	Check Register - July 2019



CITY OF COALINGA

The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF

September 5, 2019

EXPENSES: 7/1/2019 through 7/31/2019

ACCOUNTS PAYABLE:

Month Ending: 7/31/2019

Registers: # 60401 - #60610

\$ 1,059,911.13

PAYROLL:

Pay Period Ending: 7/7/2019

Payroll Check # 1782-17832

\$ 6,351.89

Pay Date: 7/12/2019

Direct Deposit

\$ 126,621.01

Separation Cash Out: 7/12/2019

Payroll Check # 17833

\$ 1,572.74

Payroll Total:

\$ 134,545.64

Pay Period Ending: 7/21/2019

Payroll Check # 17834-17842

\$ 3,149.40

Pay Date: 7/26/2016

Direct Deposit

\$ 128,797.52

Separation Cash Out: 7/26/2019

Payroll Check # 17843-17845

\$ 7,072.78

Payroll Total:

\$ 139,019.70

TOTAL CHECK REGISTERS THROUGH:

7/31/19

\$ 1,333,476.47



Coalinga, CA

Expense Approval Report

By Payment Number

Payment Dates 07/01/2019 - 07/31/2019

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
	Payable Number	Description			Item Amount
60401	7/8/2019	1487	ICMA 457 RETIREMENT TRUST		1.14
	0000893	457 ICMA % General		950-000-32100	1.14
60403	7/9/2019	1068	Aramark		619.25
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		101-431-70100	3.58
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		101-432-84030	14.92
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		107-422-70100	9.80
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		501-503-70100	10.74
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		501-508-70100	9.80
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		502-510-70100	9.80
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		503-520-70100	10.74
	602177087	06/19 PW Employee Uniforms (Coveralls) & Mats		503-521-70100	9.80
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		101-431-70100	10.43
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		107-422-70100	103.99
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		501-503-70100	33.28
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		501-508-70100	104.00
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		502-510-70100	104.00
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		503-520-70100	33.27
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		503-521-70100	104.00
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		503-521-70440	16.17
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		504-535-70100	12.29
	602177088	06/19 PW Employee Uniforms/First Aid Supply Kit		506-540-70100	18.64
60405	7/9/2019	02108	AT&T 2630		1,128.70
	13190590	06/19 FD Internet Service		101-416-72030	1,128.70
60406	7/9/2019	02057	BC Laboratories, Inc.		369.00
	B343940	06/19 WWP Outside Lab Work		503-520-88080	50.00
	B343946	06/19 WP Outside Lab Work		501-503-88081	79.00
	B344238	06/19 WP Outside Lab Work		501-503-88081	45.00
	B344481	06/19 WP Outside Lab Work		501-503-88081	195.00
60407	7/9/2019	02169	Charles Seders Construction		11,949.70
	3	06/19 WP Bldg Repairs, Maint. & Security		501-503-84030	2,600.56
	4	06/19 WP Bldg Repairs, Maint. & Security		501-503-84030	2,481.66
	5	06/19 WP Bldg Repairs, Maint. & Security		501-503-84030	6,867.48
60408	7/9/2019	1207	City of Coalinga		22,776.35
	0000906	90-11379-001 Animal House-Fresno/Coalinga Rd		101-413-72010	86.07
	0000906	70-08484-001 302 W Elm-Firehouse		101-416-72010	772.15
	0000906	70-08558-001 160 W Elm-Old City Hall		101-432-72010	17.45
	0000906	70-08563-002 155 W Durian-Bldg		101-432-72010	1,065.26
	0000906	70-08562-001 155 W Durian-Landscaping		101-432-72010	132.88
	0000906	70-08559-001 160 W Elm-Annex		101-432-72010	45.44
	0000906	90-10892-002 Coalinga AP Res		101-435-72010	73.82
	0000906	90-10883-001 27500 W Phelps-AP Access Road		101-435-72010	48.11
	0000906	90-11992-001 Airport-Median 2		101-435-72010	42.54
	0000906	90-10891-001 27500 W Phelps-AP Spencer House		101-435-72010	87.87
	0000906	90-11994-001 Airport-Median 4		101-435-72010	41.15
	0000906	90-11993-001 Airport-Median 3		101-435-72010	41.15
	0000906	90-11991-001 Airport-Median 1		101-435-72010	41.15
	0000906	42-11981-001 W Gale & Hwy 198		101-440-72011	29.76
	0000906	71-08739-001 200 E Pacific		101-440-72011	901.96
	0000906	88-11697-003 Bourdeaux/Freisa		101-440-72011	450.50
	0000906	01-11879-001 Plaza Park		101-440-72011	121.20

Expense Approval Report

Payment Dates: 07/01/2019 - 07/31/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0000906	84-12000-001	Sandalwood Park 3	101-440-72011	12,176.63
	0000906	45-11979-001	Centennial Park Landscaping	101-440-72011	1,402.00
	0000906	70-08445-001	6th/Elm-Parking	101-440-72011	78.03
	0000906	82-10406-001	E Polk/Warthan Crk Lot	101-440-72011	59.76
	0000906	71-11970-001	Forest/Pacific	101-440-72011	41.19
	0000906	84-11980-001	Jayne Ave Landscaping	101-440-72011	29.76
	0000906	51-04490-001	E Aport/Elm Lots	101-440-72011	29.76
	0000906	44-11880-001	Centennial Park	101-440-72011	889.10
	0000906	70-08679-001	Sunset/6th-Ventera	101-440-72011	82.62
	0000906	51-04491-001	E Elm Trees	101-440-72011	156.91
	0000906	52-11631-001	Cherry Ln-Median 1	107-422-72010	29.76
	0000906	84-10691-003	Juniper/Jayne	107-422-72010	124.64
	0000906	61-06870-001	Lynch Park-Triangle	107-422-72010	122.62
	0000906	82-10397-001	1075 W Elm/Pacific/Lucille	107-422-72010	119.00
	0000906	32-01424-001	Hillview/Monterey	107-422-72010	95.48
	0000906	41-03184-001	W Joaquin/Wash Lot	107-422-72010	477.64
	0000906	41-03130-001	Monterey/Monroe	107-422-72010	450.50
	0000906	45-04295-002	Phelps/La Cuesta	107-422-72010	373.31
	0000906	52-11633-001	Cherry Ln-Median 3	107-422-72010	29.76
	0000906	52-11634-001	Cherry Ln-Median 4	107-422-72010	29.76
	0000906	62-08395-001	Forest/Second St	107-422-72010	29.76
	0000906	42-03438-001	Van Ness/Ash St. Lot	107-422-72010	365.50
	0000906	51-12025-001	E Elm/Van Ness Trees	107-422-72010	29.76
	0000906	41-03193-001	Princeton/Wash Lot	107-422-72010	29.76
	0000906	22-08436-001	Forest/First Lot	107-422-72010	29.76
	0000906	01-11987-001	Elm/4th Landscaping 2	107-422-72010	29.76
	0000906	01-11986-001	Elm/4th Landscaping	107-422-72010	29.76
	0000906	01-00006-001	200 E Elm-Trees	107-422-72010	29.76
	0000906	84-10693-001	Juniper Rdg/Jayne	107-422-72010	126.07
	0000906	44-04178-001	San Simeon/Posa Chanet	107-422-72010	143.29
	0000906	70-11963-001	Cedar/Fifth Clock	107-422-72010	29.76
	0000906	84-10692-001	Juniper Rdg/Jayne	107-422-72010	35.40
	0000906	84-11908-001	Copper/Canyon-Landscaping	107-422-72010	29.76
	0000906	82-11910-001	Hwy 198/Lucille-Landscaping	107-422-72010	29.76
	0000906	70-11988-001	Elm/6th Landscaping	107-422-72010	29.76
	0000906	70-08463-001	290 W Elm-Museum	107-422-72010	88.21
	0000906	70-11990-001	Elm/6th Landscaping 2	107-422-72010	44.05
	0000906	52-11632-001	Cherry Ln-Median 2	107-422-72010	29.76
	0000906	42-03294-001	Sunset/Fifth Lot	107-422-72010	35.47
	0000906	51-04426-001	Baker/Rotary Lot	107-422-72010	55.48
	0000906	52-06069-001	Van Ness/Second St Lot	107-422-72010	52.62
	0000906	45-04297-002	Posa Chanet Blvd	107-422-72010	34.05
	0000906	84-10736-001	Sandalwood/Longhollow	107-422-72010	35.40
	0000906	22-11239-001	Creek Side Lot	107-422-72010	49.76
	0000906	82-11346-001	Waste Water Plant	503-520-72010	461.93
	0000906	82-10306-001	Meter Shop	503-521-72010	31.19
	0000906	82-10304-001	Service Yard	503-521-72010	64.12
60413	7/9/2019	1212	City of Sanger		1,976.50
	IGT26-Coalinga	06/19 FD IGT Consulting May 19		101-416-88100	1,976.50
60414	7/9/2019	1264	Curtis 1000, Inc		43.11
	5645748	06/19 Business Cards for S. Young & A. Preciado		101-413-70040	21.55
	5645748	06/19 Business Cards for S. Young & A. Preciado		503-520-70040	21.56
60415	7/9/2019	1297	Diego Acosta		65.96
	062719	06/19 FD Ambulance Meal Reimbursement		101-416-75010	65.96
60416	7/9/2019	1322	Electric Motor Shop, Inc.		4,628.25
	RS-RI22982	06/19 PW Arm Gear		501-503-98040	4,628.25

Expense Approval Report

Payment Dates: 07/01/2019 - 07/31/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
60417	7/9/2019	1360	FedEx		52.17
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		101-408-70030	36.96
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		107-422-70030	0.65
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		501-406-70030	1.03
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		501-503-70030	3.05
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		501-508-70030	2.14
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		502-406-70030	0.90
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		502-510-70030	2.17
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		503-406-70030	0.59
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		503-520-70030	1.04
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		503-521-70030	0.55
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		504-406-70030	0.05
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		504-535-70030	0.52
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		506-540-70030	1.72
	6-576-21075	06/19 Overnight Delivery for BlueShield Paperwork		820-610-70030	0.80
60418	7/9/2019	02091	Frisch Engineering, Inc.		1,925.00
	8169	06/19 WP SCADA System		501-503-88100	1,925.00
60419	7/9/2019	1445	Grainger		250.49
	9201852895	06/19 WP Utility Parts & Supplies		501-503-70140	250.49
60420	7/9/2019	1451	Hach Company		1,855.02
	11506728	06/19 WP Lab Supplies		501-503-70202	1,855.02
60421	7/9/2019	02017	JH Tackett Marketing		2,450.83
	2237	05/19 PW Military/Veterans Banners		101-440-92212	2,140.47
	2237	05/19 PW Military/Veterans Banners		101-440-92212	201.36
	2359	06/19 PW Return Shipping of Military/VeteranBanne		101-440-92212	109.00
60422	7/9/2019	02201	Jimmy E. Phelaw		5,487.59
	041269	12/18 FD E171 High Pressure Valve Repair		101-416-84060	398.96
	041270	12/18 FD E371 Brake Air Leak Repair		101-416-84060	398.66
	041271	12/18 FD E171 Defective Air Dryer		101-416-84060	1,000.89
	041272	06/19 FD P171 Aux Pump/Rear Brake Pads, etc. Rela		101-416-84060	1,765.35
	041325	1/19 FD E171 Air Leak Repair		101-416-84060	424.55
	041326	03/19 FD E171 Coolant Leak Repair		101-416-84060	578.08
	041327	04/19 FD E171 Tow/Thermostat Replacement		101-416-84060	921.10
60423	7/9/2019	1556	Kenneth Zelenka		45.00
	070319	06/19 PW Grade D2 Exam Reimb for K. Zelenka		501-508-86010	45.00
60424	7/9/2019	1571	L.N. Curtis & Sons		16,955.71
	491434	06/19 FD Turnouts		101-416-70102	9,816.47
	INV287290	05/19 FD SCBA Test		101-416-88100	6,165.54
	INV292471	06/19 FD Wildland Hose Pack		101-416-70102	973.70
60425	7/9/2019	1592	Liebert Cassidy Whitmore		2,813.00
	1475836	03/19 ERMA Claim - Sanchez		101-405-88020	2,250.40
	1475836	03/19 ERMA Claim - Sanchez		820-610-88010	562.60
60426	7/9/2019	1593	Life Assist, Inc.		140.45
	927947	06/19 FD Medical Supplies		101-416-75000	64.50
	928051	06/19 FD Medical Supplies		101-416-75000	75.95
60427	7/9/2019	1695	Office Depot		303.26
	328855245001	06/19 WP Office Supplies		501-503-70010	248.54
	331735169001	06/19 FD Office Supplies		101-416-70010	18.28
	331735637001	06/19 FD Office Supplies		101-416-70010	36.44
60428	7/9/2019	1692	O'Reilly Automotive, Inc.		1,336.01
	4316-283892	10/18 FD Battery Terminal		101-416-84060	4.31
	4316-298967	04/19 FD ATO Fuse		101-416-84060	4.35

Expense Approval Report

Payment Dates: 07/01/2019 - 07/31/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	4316-303472	06/19 AD Actuator for Car 125		101-405-84060	38.50
	4316-303474	06/19 PW Relay-dir for Flasher		101-440-84060	29.39
	4316-304165	06/19 PW Battery for Unit 48		501-508-84060	91.79
	4316-304165	06/19 PW Battery for Unit 48		502-510-84060	91.78
	4316-304529	06/19 PD Battery for Unit 255		101-413-84060	137.11
	4316-304624	06/19 PW Trans Fluid for Unit 39		101-440-84060	75.16
	4316-305170	06/19 PW Push/Pull for Unit 38		101-440-84060	5.44
	4316-305302	06/19 AP Battery for Kubota Tractor		101-435-84060	174.11
	4316-305306	06/19 SS Filters for Street Sweepers		504-535-84060	188.40
	4316-305403	06/19 PW Hyd Hose for Unit 77		501-508-84060	12.67
	4316-305403	06/19 PW Hyd Hose for Unit 77		502-510-84060	12.67
	4316-305403	06/19 PW Hyd Hose for Unit 77		503-521-84060	12.67
	4316-305428	06/19 SVC Shop Tools		101-431-84060	491.70
	CB-0050058	11/17 PD CK#55387 Short Payment		101-413-84060	20.52
	PCM56270-1	05/18 AC CK#56270 Overpayment		101-415-84060	-54.56
60430	7/9/2019	1745	Quad Knopf Inc.		6,043.70
	98789	05/19 PW On-call GIS Support Services		501-508-88100	2,014.56
	98789	05/19 PW On-call GIS Support Services		502-510-88100	2,014.57
	98789	05/19 PW On-call GIS Support Services		503-521-88100	2,014.57
60431	7/9/2019	1755	Raul Herrera		600.00
	COALFD-JUNE-2019	06/19 Pre-employment Polygraph		101-408-89050	200.00
	COALPD-JUNE-2019	06/19 HR Pre-employment Polygraph		101-408-89050	400.00
60432	7/9/2019	1826	Shar-Craft Incorporated		30,501.94
	65497	06/19 WP Major Machinery Equipment		501-503-98040	16,765.75
	66924	05/19 WP Major Machinery Equipment		501-503-98040	6,272.93
	67028	06/19 WP Major Machinery Equipment		501-503-98040	7,463.26
60433	7/9/2019	1858	Sparkletts		72.26
	9412248 060119	06/19 WP Water Purchases		501-503-80010	72.26
60434	7/9/2019	1878	Stryker Sales Corporation		1,455.32
	2688241	06/19 FD Battery Charger Kit		101-416-75000	1,455.32
60435	7/9/2019	1898	Telstar Instruments, Inc.		2,173.75
	99413	06/19 WP Professional Service		501-503-88100	2,173.75
60436	7/9/2019	1935	Tri-City Engineering		230.00
	2784-04	06/19 CD City Engr CHRP Sports Complex		101-404-86500	230.00
60437	7/9/2019	1944	U.S. Bank Corporate Payment Center		2,866.51
	060619-2	06/19 PD Amazon - Cd/Dvd Case		101-413-70010	22.66
	060619-2	05/19 PD Adobe Monthly Subscription		101-413-86030	52.99
	060619-2	06/19 PD CPOA -S. Young Legal Coverage		101-413-86030	530.00
	060619-2	06/19 PD CPOA - S. Young Mmbership		101-413-86030	83.00
	060619-2	06/19 PD CA Police Chiefs Assoc - S. Young Mshp		101-413-86030	145.00
	060619-2	05/19 PD Archive Social April Subscription		101-413-86030	219.00
	060619-2	05/19 PD CPOA		101-413-86030	530.00
	060619-2	05/19 PD Archive Social May Subscription		101-413-86030	219.00
	060619-2	05/19 PD CAPE - Evidence Subs for V. Gonzales		101-413-86030	50.00
	060619-2	06/19 PD Archive Social June Subscription		101-413-86030	219.00
	060619-2	05/19 PD Office Depot - Desk for S. Young		101-413-98030	305.12
	060619-2	05/19 AC Amazon - Sun Shade for AC Shelter		101-415-70280	96.98
	060619-2	06/19 AC Amazon - Rescue Disinfectant		101-415-70280	53.58
	060619-2	05/19 AC Big 5 - Canopy for AC at Derby		101-415-98040	88.26
	060619-2	06/19 FD Station Supplies - Toilet Paper		101-416-70450	36.44
	060619-2	05/19 FD DisplayPort to VGA - Chief's Computer		101-416-84010	19.68
	060619-2	06/19 FD Fireline Meal		101-416-86010	134.92
	060619-2	05/19 FD Red Robin - Travel Lunch		101-416-86010	33.24

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	060619-2	05/19 FD Dennys - Travel Lunch		101-416-86010	27.64
60439	7/9/2019 9832736719	1973 06/19 FD Mobile Services	Verizon Wireless Services, LLC	101-416-72030	228.06 228.06
60440	7/9/2019 INV1469319	1983 06/19 AFLAC Monthly Fee	WageWorks	950-000-34610	75.00 75.00
60441	7/9/2019 63738 63738	1993 06/19 CD Fuel Charge 06/19 ADMN Fuel Charge	West Hills Oil, Inc.	101-404-70160 101-405-70160	168.61 107.60 61.01
60442	7/9/2019 P190630 S190630	1997 06/19 PW Cylinder Rental for June 06/19 SVC Cylinder Rental for June	Westside Supply	501-508-70140 101-431-70150	56.00 35.00 21.00
60443	7/9/2019 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323 INV-ACC47323	1016 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance 07/19 FY19-20 Annual Maintenance	Accela, Inc. #774375	101-406-88040 107-422-88040 110-424-88040 125-422-88040 127-422-88040 130-451-88040 140-422-88040 501-406-88040 502-406-88040 503-406-88040 504-406-88040 506-540-88040 820-610-88040	1,675.00 67.00 33.50 33.50 33.50 33.50 33.50 418.75 418.75 418.75 83.75 33.50 33.50
60444	7/9/2019 20223	1055 07/19 PD Advanced Meal Reimb for A. Diaz	Andrew Diaz	101-413-86010	170.00 170.00
60445	7/9/2019 191680004645	02211 07/19 Employee Medical Insurance	Blue Shield Of California	950-000-36200	86,133.08 86,133.08
60446	7/9/2019 080119 080119 080119 080119	1133 08/19 M&I Trinity 2 AF 08/19 M&I Irrigation 2AF 08/19 May 2019 Adj (Est 505AF/Act 507AF) = 2 08/19 WP August 2019 Estimate (872AF)	Bureau of Reclamation	501-503-80010 501-503-80010 501-503-80010 501-503-80010	71,797.88 0.60 41.88 164.20 71,591.20
60447	7/9/2019 186674 186674 186674 186674 186674 186674 186674	02061 07/19 Website Fees FY19-20 07/19 Website Fees FY19-20 07/19 Website Fees FY19-20 07/19 Website Fees FY19-20 07/19 Website Fees FY19-20 07/19 Website Fees FY19-20 07/19 Website Fees FY19-20	CivicPlus, Inc.	101-401-86030 107-422-86030 501-503-86030 501-508-86030 502-510-86030 503-520-86030 503-521-86030	11,166.67 4,466.67 1,675.00 837.50 837.50 1,675.00 837.50 837.50
60448	7/9/2019 84725	02038 FY19/20 Legal Source Book - Electronic	CopWare, Inc.	101-413-86030	615.00 615.00
60449	7/9/2019 20223	1319 07/19 SOSO Bootcamp Registration for A. Diaz	EJM Digital	101-413-86010	320.25 320.25
60450	7/9/2019 070119	1398 07/19 LAFCO 2019/2020 Dues	Fresno County Auditor-Controller	101-404-86030	3,725.96 3,725.96
60451	7/9/2019 025-263432 025-263432	1943 07/19 Software Maintenance 07/19 Software Maintenance	Tyler Technologies, Inc	101-406-88040 107-422-88040	220.00 8.80 4.40

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	025-263432	07/19 Software Maintenance		110-424-88040	4.40
	025-263432	07/19 Software Maintenance		125-422-88040	4.40
	025-263432	07/19 Software Maintenance		127-422-88040	4.40
	025-263432	07/19 Software Maintenance		130-451-88040	4.40
	025-263432	07/19 Software Maintenance		140-422-88040	4.40
	025-263432	07/19 Software Maintenance		501-406-88040	55.00
	025-263432	07/19 Software Maintenance		502-406-88040	55.00
	025-263432	07/19 Software Maintenance		503-406-88040	55.00
	025-263432	07/19 Software Maintenance		504-406-88040	11.00
	025-263432	07/19 Software Maintenance		506-540-88040	4.40
	025-263432	07/19 Software Maintenance		820-610-88040	4.40
60452	7/9/2019	02185	Unwired Broadband		251.99
	INV00696533	07/19 WP Wifi		501-503-72030	251.99
60453	7/10/2019	1176	CB&T COLUMBUS BANK & TRUST		380.33
	0000865	Dependent Care		950-000-34500	192.30
	0000883	Unreimbursed Medical		950-000-34500	188.03
60454	7/10/2019	1205	City Employee Contrib. Assoc.		70.00
	0000872	CECA Dues		950-000-33000	70.00
60455	7/10/2019	1223	COALINGA FIREFIGHTERS		550.00
	0000873	Fire Union Dues		950-000-33300	550.00
60456	7/10/2019	1228	COALINGA PEACE OFFICER'S ASSOCIATION		852.48
	0000875	Mastagni Law Firm		950-000-33200	280.00
	0000877	CPOA Dues		950-000-33200	280.00
	0000878	PORAC Dues		950-000-33200	292.48
60457	7/10/2019	1487	ICMA 457 RETIREMENT TRUST		7,350.78
	0000857	457 ICMA \$\$ Gen		950-000-32100	429.99
	0000858	457 ICMA \$\$ Manager		950-000-32100	477.08
	0000859	457 ICMA % General		950-000-32100	5,013.08
	0000860	457 ICMA EE\$ / ER%		950-000-32100	1,041.60
	0000861	457 ICMA EE\$ / ER\$		950-000-32100	389.03
60458	7/10/2019	1586	LEGAL SHIELD		147.71
	0000874	Pre-Paid Legal Shield		950-000-34060	147.71
60459	7/10/2019	02043	New York Life Insurance		673.96
	0000876	New York Life		950-000-32400	673.96
60460	7/10/2019	1677	Newport Trust Company		3,889.51
	0000862	457 Newport \$\$		950-000-32100	330.00
	0000863	457 Newport %		950-000-32100	2,014.96
	0000864	457 Newport EE\$ / ER%		950-000-32100	1,544.55
60461	7/10/2019	1820	SEIU Local 521 - Dues W/H		585.81
	0000879	SEIU COPE		950-000-33000	10.00
	0000880	SEIU Dues		950-000-33000	575.81
60462	7/11/2019	1081	AT&T Mobility		132.71
	828278815X070220	06/19 CD Wireless Service		101-404-72030	61.50
	828278815X070220	06/19 SVC Wireless Service		101-431-72030	71.21
60463	7/11/2019	02132	Badger Meter, Inc.		780.00
	80035215	06/19 PW Readcenter Service		501-508-88100	390.00
	80035215	06/19 PW Readcenter Service		502-510-88100	390.00
60464	7/11/2019	02057	BC Laboratories, Inc.		50.00
	B345369	06/19 WP Outside Lab Work		501-503-88081	50.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
60465	7/11/2019	1112	Billingsley Tire Service		1,083.79
	234542	06/19 PD Patrol Vehicle #29 Service		101-413-84060	436.26
	234640	06/19 PD Patrol Vehicle #222 Service		101-413-84060	647.53
60466	7/11/2019	1141	California Building Standards Commission		341.10
	063019	06/19 Building Standard Fee Q4 2019		101-000-10500	379.00
	063019	06/19 Less 10% Local Gov't Retainer		101-400-48200	-37.90
60467	7/11/2019	1192	Chemtrade Chemicals US LLC		4,561.91
	92674088	06/19 WP Chemical Alum		501-503-70240	4,561.91
60468	7/11/2019	1224	Coalinga Hardware		762.56
	785528	05/19 PD Misc. Hardware		101-413-70060	0.48
	785865	06/19 AC Bleach & Dog Food for Animal Shelter		101-415-70280	132.24
	785869	06/19 PW Painting Supplies		107-422-70190	22.73
	785883	06/19 PD Batteries		101-413-70060	10.33
	785913	06/19 PW Chainsaw Oil/Gas Filler Cap		107-422-70440	9.09
	785938	06/19 WP Utility Parts & Supplies		101-432-84030	29.48
	785955	06/19 PW Tools for New Trucks		501-508-70060	172.52
	785955	06/19 PW Tools for New Trucks		502-510-70060	172.51
	785964	06/19 PD Single Cut Key		101-415-70060	3.09
	785998	06/19 WP Utility Parts & Supplies		501-503-70140	414.05
	785999	06/19 WP Utility Parts & Supplies		501-503-70140	-414.05
	786038	06/19 WP Utility Parts & Supplies		501-503-70140	85.16
	786088	06/19 WP Utility Parts & Supplies		101-432-84030	9.31
	786128	06/19 FD Shower Curtain		101-416-84030	8.89
	786199	06/19 WP Utility Parts & Supplies		501-503-70140	10.72
	786254	06/19 PW Bumphead Weedeaters		107-422-84050	62.08
	786277	06/19 PW Zip Ties		501-508-70060	24.81
	786313	06/19 PW Graffiti Removal		101-440-84090	9.12
60470	7/11/2019	1288	Department of Justice		708.00
	376524	05/19 PD Livescans		101-413-88100	478.00
	378590	05/19 FIN Fingerprints O. Sanchez		101-406-89070	3.20
	378590	05/19 HR Fingerprints C. Craig		101-408-89070	66.00
	378590	05/19 HR Fingerprints B. Clark		101-408-89070	66.00
	378590	05/19 HR Fingerprints B. Meza		101-408-89070	66.00
	378590	05/19 FIN Fingerprints O. Sanchez		501-406-89070	11.52
	378590	05/19 FIN Fingerprints O. Sanchez		502-406-89070	10.08
	378590	05/19 FIN Fingerprints O. Sanchez		503-406-89070	6.62
	378590	05/19 FIN Fingerprints O. Sanchez		504-406-89070	0.58
60471	7/11/2019	1298	Division of Administrative Services		964.46
	063019	06/19 SMIP Q4 2019		101-000-10400	1,015.22
	063019	06/19 Less 5% Withheld		101-400-48200	-50.76
60472	7/11/2019	1360	FedEx		51.86
	6-591-18476	06/19 PD Shipping Charges for Chief Blevins		101-413-70030	30.39
	6-604-25585	06/19 PRA Document Shipment		101-400-48160	21.47
60473	7/11/2019	1445	Grainger		184.03
	9220080056	06/19 WWP Sawhorse		503-520-70140	184.03
60474	7/11/2019	1494	Interstate Gas Services, Inc.		8,123.81
	7021497	06/19 PW Utility Consulting for May & June 2019		501-503-88100	2,030.95
	7021497	06/19 PW Utility Consulting for May & June 2019		502-510-88100	5,889.76
	7021497	06/19 PW Utility Consulting for May & June 2019		503-521-88100	203.10
60475	7/11/2019	1655	Moreno's Plumbing		502.23
	0768	06/19 Toilet Repair		101-432-84030	502.23
60476	7/11/2019	02088	Neofunds		2,583.58
	NEO063019	06/19 FIN Postage Refill		501-406-70030	1,033.43

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	NEO063019	06/19 FIN Postage Refill		502-406-70030	904.25
	NEO063019	06/19 FIN Postage Refill		503-406-70030	594.22
	NEO063019	06/19 FIN Postage Refill		504-406-70030	51.68
60477	7/11/2019	1686	Northern Safety Co., Inc		355.96
	903519705	06/19 PW Eye Wash Station		101-431-70440	118.66
	903519705	06/19 PW Eye Wash Station		502-510-84030	118.65
	903519705	06/19 PW Eye Wash Station		503-521-84030	118.65
60478	7/11/2019	1695	Office Depot		471.88
	324937953001	06/19 Misc Office Supplies		101-405-70010	7.87
	324937953001	06/19 Misc Office Supplies		506-540-70010	19.23
	324939549001	06/19 Note Pads, Paper, Batteries		101-401-70010	76.34
	324939549001	06/19 Toner, Note Pads, Paper, Batteries		101-404-70010	128.55
	324939549001	06/19 Note Pads, Paper, Batteries		101-405-70010	84.64
	324939549001	06/19 Card Reader		101-413-70010	10.12
	324939549001	06/19 Note Pads, Paper, Batteries		107-422-70010	49.79
	324939549001	06/19 Note Pads, Paper, Batteries		501-406-70010	2.27
	324939549001	06/19 Note Pads, Paper, Batteries		501-503-70010	0.72
	324939549001	06/19 Note Pads, Paper, Batteries		501-508-70010	16.12
	324939549001	06/19 Note Pads, Paper, Batteries		502-406-70010	1.99
	324939549001	06/19 Note Pads, Paper, Batteries		502-510-70010	18.08
	324939549001	06/19 Note Pads, Paper, Batteries		503-406-70010	1.31
	324939549001	06/19 Note Pads, Paper, Batteries		503-520-70010	19.30
	324939549001	06/19 Note Pads, Paper, Batteries		503-521-70010	18.12
	324939549001	06/19 Note Pads, Paper, Batteries		504-406-70010	0.11
	324939549001	06/19 Note Pads, Paper, Batteries		504-535-70010	0.68
	324939549001	06/19 Note Pads, Paper, Batteries		506-540-70010	16.64
60480	7/11/2019	1513	Pacific Telemanagement Services		100.00
	2021764	06/19 PD Jail Pay Phone Service		101-413-72030	100.00
60481	7/11/2019	1713	Paychex		937.32
	411021	06/19 Paychex E-Services		101-408-88100	663.80
	411021	06/19 Paychex E-Services		107-422-88100	11.72
	411021	06/19 Paychex E-Services		501-406-88100	18.56
	411021	06/19 Paychex E-Services		501-503-88100	54.83
	411021	06/19 Paychex E-Services		501-508-88100	38.43
	411021	06/19 Paychex E-Services		502-406-88100	16.22
	411021	06/19 Paychex E-Services		502-510-88100	38.90
	411021	06/19 Paychex E-Services		503-406-88100	10.69
	411021	06/19 Paychex E-Services		503-520-88100	18.75
	411021	06/19 Paychex E-Services		503-521-88100	9.84
	411021	06/19 Paychex E-Services		504-406-88100	0.94
	411021	06/19 Paychex E-Services		504-535-88100	9.37
	411021	06/19 Paychex E-Services		506-540-88100	30.93
	411021	06/19 Paychex E-Services		820-610-88100	14.34
60482	7/11/2019	1721	PG&E		61.21
	063019	06/19 Coalnga Plz Electrict Acct#:5120357172-7		101-432-72020	61.21
60483	7/11/2019	02048	RSG, Inc.		4,250.00
	I004947	06/19 ADMN SA Services		820-610-88100	1,335.00
	I004948	05/19 Housing Report Services		815-609-88100	2,915.00
60484	7/11/2019	1821	Self Help Enterprises		3,700.00
	063019	06/19 2019 HCD Long-Term Monitoring(Valle del Sol		815-609-88100	3,500.00
	COLADM Jun-19	06/19 Loan Servicing Fees		815-609-88100	200.00
60485	7/11/2019	1830	Shell Energy North American (US), LP		25,613.36
	3219596	05/19 Natural Gas Deliveries		502-510-80030	25,613.36

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60486	7/11/2019	1973	Verizon Wireless Services, LLC		810.07
	9832435920	06/19 UC Investigations 209-620-2635		101-413-72030	43.38
	9832435920	06/19 Copdmdt 11 612-3540		101-413-72030	38.01
	9832435920	06/19 Copdmdt 10 612-3536		101-413-72030	38.01
	9832435920	06/19 Copdmdt 09 612-3468		101-413-72030	38.01
	9832435920	06/19 Copdmdt 07 612-3444		101-413-72030	38.01
	9832435920	06/19 Air Card 246-1934		101-413-72030	38.01
	9832435920	06/19 Sim card for Traffic Camera 385-6390		101-413-72030	20.02
	9832435920	06/19 Coalpd Lt15 538-4959		101-413-72030	38.01
	9832435920	06/19 D. Blevins 341-7512		101-413-72030	41.90
	9832435920	06/19 Coalpd Lt13 538-4473		101-413-72030	38.01
	9832435920	06/19 Coalpd Lt11 538-4304		101-413-72030	38.01
	9832435920	06/19 Unlimited Text 15GB		101-413-72030	78.00
	9832435920	06/19 D. Blevins 317-7020		101-413-72030	38.01
	9832435920	06/19 D. Blevins 317-7257		101-413-72030	38.01
	9832435920	06/19 Coalpd Lt08 538-4038		101-413-72030	38.01
	9832435920	06/19 S Young 974-4689		101-413-72030	41.90
	9832435920	06/19 Rouch 974-6734		101-413-72030	47.84
	9832435920	06/19 Coalpd Lt12 538-4345		101-413-72030	38.01
	9832435920	06/19 Copdmdt 16 612-3607		101-413-72030	38.01
	9832435920	06/19 Animal Control 240-1041		101-415-72030	42.90
60488	7/11/2019	1992	West Hills Medical Group, Inc.		1,560.00
	2019-112	05/19 Physical and Drug Screen - O. Sanchez		101-406-89040	19.50
	2019-112	05/19 Physical and Drug Screen - E. Diaz		101-408-88060	125.00
	2019-112	05/19 Physical and Drug Screen - B. Kaiser		101-408-89040	195.00
	2019-112	05/19 Physical and Drug Screen - R. Blanks		101-408-89040	195.00
	2019-112	05/19 Physical and Drug Screen - J. Rivera		101-440-89040	2.10
	2019-112	05/19 Physical and Drug Screen - J. Fernandez		101-440-89040	2.10
	2019-112	05/19 Physical and Drug Screen - J. Contreras		101-440-89040	2.10
	2019-112	05/19 Physical and Drug Screen - J. Rivera		107-422-89040	4.90
	2019-112	05/19 Physical and Drug Screen - J. Fernandez		107-422-89040	4.90
	2019-112	05/19 Physical and Drug Screen - J. Contreras		107-422-89040	4.90
	2019-112	05/19 Physical and Drug Screen - O. Sanchez		501-406-89040	70.20
	2019-112	05/19 Physical and Drug Screen - J. Rivera		501-508-89040	28.00
	2019-112	05/19 Physical and Drug Screen - J. Contreras		501-508-89040	28.00
	2019-112	05/19 Physical and Drug Screen - J. Fernandez		501-508-89040	28.00
	2019-112	05/19 Physical and Drug Screen - O. Sanchez		502-406-89040	61.43
	2019-112	05/19 Physical and Drug Screen - J. Rivera		502-510-89040	28.00
	2019-112	05/19 Physical and Drug Screen - J. Fernandez		502-510-89040	28.00
	2019-112	05/19 Physical and Drug Screen - J. Contreras		502-510-89040	28.00
	2019-112	05/19 Physical and Drug Screen - O. Sanchez		503-406-89040	40.36
	2019-112	05/19 Physical and Drug Screen - J. Fernandez		503-521-89040	7.00
	2019-112	05/19 Physical and Drug Screen - J. Contreras		503-521-89040	7.00
	2019-112	05/19 Physical and Drug Screen - J. Rivera		504-406-89040	7.00
	2019-112	05/19 Physical and Drug Screen - O. Sanchez		504-406-89040	3.51
	2019-113	06/19 Physical & Drug Screen - R. Long		101-408-88060	125.00
	2019-113	06/19 Physical & Drug Screen - K. Secrease		101-408-89040	195.00
	2019-113	06/19 Physical & Drug Screen - E. Deleon		107-422-88060	12.50
	2019-113	06/19 Physical & Drug Screen - D. Cayetano		501-503-89040	136.50
	2019-113	06/19 Physical & Drug Screen - E. Deleon		501-508-88060	50.00
	2019-113	06/19 Physical & Drug Screen - E. Deleon		502-510-88060	50.00
	2019-113	06/19 Physical & Drug Screen - D. Cayetano		503-520-89040	58.50
	2019-113	06/19 Physical & Drug Screen - E. Deleon		503-521-88060	12.50
60491	7/11/2019	1993	West Hills Oil, Inc.		6,303.61
	63739	06/19 TR Dial-A-Ride Fuel		506-540-70160	734.88
	63741	06/19 PW Fuel for June 2019		101-440-70160	423.71
	63741	06/19 PW Fuel for June 2019		107-422-70160	422.21
	63741	06/19 PW Fuel for June 2019		501-508-70160	423.76

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	63741	06/19 PW Fuel for June 2019		502-510-70160	423.76
	63741	06/19 PW Fuel for June 2019		503-521-70160	423.76
	63742	06/19 PW Fuel for June 2019		501-503-70160	502.00
	63742	06/19 PW Fuel for June 2019		503-520-70160	125.51
	63743	06/19 FIN Fuel for June 2019		501-406-70160	426.99
	63743	06/19 FIN Fuel for June 2019		502-406-70160	373.62
	63743	06/19 FIN Fuel for June 2019		503-406-70160	245.52
	63743	06/19 FIN Fuel for June 2019		504-406-70160	21.35
	63744	06/19 PW Fuel for June 2019		101-440-70160	101.74
	63744	06/19 PW Fuel for June 2019		107-422-70160	272.04
	63744	06/19 PW Fuel for June 2019		501-508-70160	101.73
	63744	06/19 PW Fuel for June 2019		502-510-70160	101.73
	63744	06/19 PW Fuel for June 2019		503-521-70160	101.74
	63745	06/19 PW Fuel for June 2019		101-431-70160	66.23
	63745	06/19 PW Fuel for June 2019		504-535-70160	1,011.33
60493	7/11/2019	1997	Westside Supply		859.94
	10155	06/19 PW Gas and Water Parts		501-508-70140	524.00
	10155	06/19 PW Gas and Water Parts		502-510-70140	335.94
60494	7/11/2019	1037	Alliant Insurance Services		3,002.00
	1112655	07/19 Annual Insurance Coverage Premium		101-435-90010	3,002.00
60495	7/11/2019	1068	Aramark		553.25
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		101-431-70100	9.80
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		101-432-84030	14.92
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		107-422-70100	3.58
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		501-503-70100	10.74
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		501-508-70100	9.80
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		502-510-70100	9.80
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		503-520-70100	10.74
	602184321	07/19 PW Employee Uniforms (Coveralls) & Mats		503-521-70100	9.80
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		101-431-70100	10.42
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		107-422-70100	62.77
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		501-503-70100	82.75
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		501-508-70100	62.77
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		502-510-70100	62.77
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		503-520-70100	82.75
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		503-521-70100	62.77
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		503-521-70440	16.17
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		504-535-70100	12.28
	602184322	07/19 PW Employee Uniforms/First Aid Supply Kit		506-540-70100	18.62
60497	7/11/2019	1142	California Business Machines		16.35
	230045	07/19 PW Printer Repair		501-508-84010	16.35
60498	7/11/2019	1399	Fresno County Clerk		50.00
	071019	07/19 CD NOE for Best Western CLP-M 19-01		101-404-86500	50.00
60499	7/11/2019	1439	Government Staffing Services, Inc		1,987.50
	129365	07/19 FY 17-18 Budget		101-406-88100	198.74
	129365	07/19 FY 17-18 Budget		501-406-88100	477.00
	129365	07/19 FY 17-18 Budget		502-406-88100	397.50
	129365	07/19 FY 17-18 Budget		503-406-88100	298.13
	129365	07/19 FY 17-18 Budget		504-406-88100	19.88
	129365	07/19 FY 17-18 Budget		506-540-88100	198.75
	129365	07/19 FY 17-18 Budget		820-610-88100	397.50
60500	7/11/2019	1655	Moreno's Plumbing		170.00
	0765	07/19 AP Sewer Line Plugged at Airport Mobile Hom		101-435-84030	170.00

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	13252898	06/19 Internet Svc Acct 9391063310		503-520-72030	3.31
	13252898	06/19 Internet Svc Acct 9391063310		503-520-72030	35.14
	13252898	06/19 Internet Svc Acct 9391063310		503-521-72030	35.14
	13252898	06/19 Internet Svc Acct 9391063310		503-521-72030	2.20
	13252898	06/19 Internet Svc Acct 9391063310		504-406-72030	10.54
	13252898	06/19 Internet Svc Acct 9391063310		504-535-72030	2.14
	13252898	06/19 Internet Svc Acct 9391063310		506-540-72030	59.73
	13252898	06/19 Internet Svc Acct 9391063310		506-540-72030	3.87
	13252898	06/19 Internet Svc Acct 9391063310		820-610-72030	1.79
60515	7/18/2019	1216	Clement Communications, Inc.		73.95
	9340382263	06/19 HR Labor Law Poster Renewal		101-408-86030	52.37
	9340382263	06/19 Labor Law Poster Renewal		107-422-86030	0.92
	9340382263	06/19 Labor Law Poster Renewal		501-406-86030	1.46
	9340382263	06/19 Labor Law Poster Renewal		501-503-86030	4.33
	9340382263	06/19 Labor Law Poster Renewal		501-508-86030	3.03
	9340382263	06/19 Labor Law Poster Renewal		502-406-86030	1.28
	9340382263	06/19 Labor Law Poster Renewal		502-510-86030	3.07
	9340382263	06/19 Labor Law Poster Renewal		503-406-86030	0.84
	9340382263	06/19 Labor Law Poster Renewal		503-520-86030	1.48
	9340382263	06/19 Labor Law Poster Renewal		503-521-86030	0.78
	9340382263	06/19 Labor Law Poster Renewal		504-406-86030	0.08
	9340382263	06/19 Labor Law Poster Renewal		504-535-86030	0.74
	9340382263	06/19 Labor Law Poster Renewal		506-540-86030	2.44
	9340382263	06/19 Labor Law Poster Renewal		820-610-86030	1.13
60516	7/18/2019	1288	Department of Justice		145.00
	389934	06/19 Live Scan/Fingerprints - S. Jensen		101-405-89070	7.35
	389934	06/19 Live Scan/Fingerprints - J. Doi		101-408-89070	32.00
	389934	06/19 Live Scan/Fingerprints - K. Secrease		101-408-89070	32.00
	389934	06/19 Live Scan/Fingerprints - D. Cayetano		501-503-89070	22.40
	389934	06/19 Live Scan/Fingerprints - D. Cayetano		503-520-89070	9.60
	389934	06/19 Live Scan/Fingerprints - S. Jensen		820-610-89070	41.65
60517	7/18/2019	1421	Garza's A/C & Heating, Inc.		1,800.00
	23674	06/19 Bldng Maint - A/C Maintenance		101-432-84030	960.00
	23675	06/19 Bldng Maint - A/C Maintenance		101-432-84030	840.00
60518	7/18/2019	1427	Gerald Walker		190.00
	063019	06/19 WP WQMC683 - Radio License for Water Plant		501-503-86032	95.00
	063019	06/19 WP WQMC682 - Radio License for Derrick BPS		501-503-86032	95.00
60519	7/18/2019	1585	Lee Central California Newspapers		469.98
	063019	06/19 WWTP Improvements Newspaper Ad		503-520-86033	469.98
60520	7/18/2019	1635	Mercedes Garcia		33.33
	051419	05/19 Harassment Prevention Training		101-401-86010	1.24
	051419	05/19 Harassment Prevention Training		101-404-86010	0.62
	051419	05/19 Harassment Prevention Training		101-405-86010	0.62
	051419	05/19 Harassment Prevention Training		101-406-86010	1.86
	051419	05/19 Harassment Prevention Training		101-408-86010	0.46
	051419	05/19 Harassment Prevention Training		101-413-86010	4.64
	051419	05/19 Harassment Prevention Training		101-416-86010	1.85
	051419	05/19 Harassment Prevention Training		107-422-86010	0.01
	051419	05/19 Harassment Prevention Training		501-406-86010	0.01
	051419	05/19 Harassment Prevention Training		501-503-86010	1.59
	051419	05/19 Harassment Prevention Training		501-508-86010	0.03
	051419	05/19 Harassment Prevention Training		502-406-86010	0.01
	051419	05/19 Harassment Prevention Training		502-510-86010	7.46
	051419	05/19 Harassment Prevention Training		503-406-86010	0.01
	051419	05/19 Harassment Prevention Training		503-520-86010	0.01

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	051419	05/19 Harassment Prevention Training		503-521-86010	0.01
	051419	05/19 Harassment Prevention Training		506-540-86010	0.61
	052019	05/19 Harassment Prevention Training		101-401-86010	0.72
	052019	05/19 Harassment Prevention Training		101-404-86010	0.36
	052019	05/19 Harassment Prevention Training		101-405-86010	0.36
	052019	05/19 Harassment Prevention Training		101-406-86010	1.08
	052019	05/19 Harassment Prevention Training		101-408-86010	0.26
	052019	05/19 Harassment Prevention Training		101-413-86010	2.70
	052019	05/19 Harassment Prevention Training		101-416-86010	1.08
	052019	05/19 Harassment Prevention Training		107-422-86010	0.01
	052019	05/19 Harassment Prevention Training		501-406-86010	0.02
	052019	05/19 Harassment Prevention Training		501-503-86010	0.96
	052019	05/19 Harassment Prevention Training		501-508-86010	0.01
	052019	05/19 Harassment Prevention Training		502-406-86010	0.01
	052019	05/19 Harassment Prevention Training		502-510-86010	4.33
	052019	05/19 Harassment Prevention Training		503-406-86010	0.01
	052019	05/19 Harassment Prevention Training		503-520-86010	0.01
	052019	05/19 Harassment Prevention Training		503-521-86010	0.01
	052019	05/19 Harassment Prevention Training		506-540-86010	0.36
60523	7/18/2019	1695	Office Depot		467.65
	332571709001	06/19 WP Chair for PUC Office		501-503-70010	409.07
	335490565001	06/19 ADMN Office Supplies		101-405-70010	5.00
	335502733001	06/19 Dividers, Tape, Steno Pads		101-401-70010	12.54
	335502733001	06/19 Tape		101-404-70010	4.35
	335502733001	06/19 Dividers, Tape, Steno Pads		101-405-70010	12.53
	335502733001	06/19 PW Tape		107-422-70010	0.87
	335502733001	06/19 PW Tape		501-503-70010	0.87
	335502733001	06/19 PW Tape		501-508-70010	0.87
	335502733001	06/19 PW Tape		502-510-70010	0.87
	335502733001	06/19 PW Tape		503-521-70010	0.87
	335502733001	06/19 Bag, Temper, Dividers		506-540-70010	19.81
60524	7/18/2019	1721	PG&E		9,317.64
	070219	06/19 Gas Delivery-SE312015HWY Acct#:700175090		502-510-80020	9,317.64
60525	7/18/2019	1733	Price Paige & Company		695.00
	15662	06/19 Capital Assets Schedule FY 18		101-406-88030	139.00
	15662	06/19 Capital Assets Schedule FY 18		150-751-96501	34.75
	15662	06/19 Capital Assets Schedule FY 18		150-752-96502	34.75
	15662	06/19 Capital Assets Schedule FY 18		150-753-96503	34.75
	15662	06/19 Capital Assets Schedule FY 18		501-406-88030	104.25
	15662	06/19 Capital Assets Schedule FY 18		502-406-88030	104.25
	15662	06/19 Capital Assets Schedule FY 18		503-406-88030	104.25
	15662	06/19 Capital Assets Schedule FY 18		504-406-88030	13.90
	15662	06/19 Capital Assets Schedule FY 18		506-540-88030	20.85
	15662	06/19 Capital Assets Schedule FY 18		820-610-88030	104.25
60526	7/18/2019	1858	Sparkletts		154.03
	9689215 050219	05/19 City Hall Water Delivery		101-432-72010	71.48
	9689215 062719	06/19 City Hall Water Delivery		101-432-72010	82.55
60527	7/18/2019	1935	Tri-City Engineering		28,028.75
	2523-02	06/19 WP Derrick Reservoir Bypass		501-503-98441	600.00
	2606-11	06/19 PW Phelps Ave - Elm to Posa Chanet		127-422-98901	2,015.00
	2654-12	06/19 7 Alley Paving Proj 06-03 thru 06-30		110-424-98940	532.79
	2654-12	06/19 7 Alley Paving Proj 06-03 thru 06-30		305-422-98940	4,112.22
	2654-12	06/19 7 Alley Paving Proj 06-03 thru 06-30		501-508-98940	3,807.81
	2654-12	06/19 7 Alley Paving Proj 06-03 thru 06-30		502-510-98940	1,684.89
	2654-12	06/19 7 Alley Paving Proj 06-03 thru 06-30		503-521-98940	3,513.54
	2770-15	05/19 PW Various Water/Sewer Infrastructure		107-422-88100	2,005.00

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	2772-08	06/19 PW SB1 Funding Proj. - Sunset St		111-422-98910	7,445.00
	2809-02	06/19 PW Gutter Drainage/Pavement Xslope Design		107-422-88100	1,425.00
	2811-02	06/19 CD Adventist Health CDA 19-01		101-404-86500	600.00
	2817-01	06/19 CD CUP 19-03 234 W. Forest/Guzman		101-404-86500	287.50
60528	7/18/2019	1943	Tyler Technologies, Inc		3,632.50
	025-262622	06/19 AR Configuration & Production Assistance		101-406-88040	15.00
	025-262622	06/19 AR Configuration & Production Assistance		107-422-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		110-424-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		125-422-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		127-422-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		130-451-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		140-422-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		501-406-88040	93.75
	025-262622	06/19 AR Configuration & Production Assistance		502-406-88040	93.75
	025-262622	06/19 AR Configuration & Production Assistance		503-406-88040	93.75
	025-262622	06/19 AR Configuration & Production Assistance		504-406-88040	18.75
	025-262622	06/19 AR Configuration & Production Assistance		506-540-88040	7.50
	025-262622	06/19 AR Configuration & Production Assistance		820-610-88040	7.50
	025-264076	06/19 SaaS AR Config & Production Assistance		101-406-88040	18.70
	025-264076	06/19 SaaS AR Config & Production Assistance		107-422-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		110-424-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		125-422-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		127-422-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		130-451-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		140-422-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		501-406-88040	117.19
	025-264076	06/19 SaaS AR Config & Production Assistance		502-406-88040	117.19
	025-264076	06/19 SaaS AR Config & Production Assistance		503-406-88040	117.19
	025-264076	06/19 SaaS AR Config & Production Assistance		504-406-88040	23.44
	025-264076	06/19 SaaS AR Config & Production Assistance		506-540-88040	9.38
	025-264076	06/19 SaaS AR Config & Production Assistance		820-610-88040	9.38
	025-264675	06/19 FIN Insite Transaction Fees 04/19-06/19		501-406-92090	1,065.50
	025-264675	06/19 FIN Insite Transaction Fees 04/19-06/19		502-406-92090	932.31
	025-264675	06/19 FIN Insite Transaction Fees 04/19-06/19		503-406-92090	612.66
	025-264675	06/19 FIN Insite Transaction Fees 04/19-06/19		504-406-92090	53.28
	025-265214	06/19 EnerGov SaaS Project Mgmt		101-406-88040	1.25
	025-265214	06/19 EnerGov SaaS Project Mgmt		107-422-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		110-424-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		125-422-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		127-422-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		130-451-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		140-422-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		501-406-88040	7.81
	025-265214	06/19 EnerGov SaaS Project Mgmt		502-406-88040	7.81
	025-265214	06/19 EnerGov SaaS Project Mgmt		503-406-88040	7.81
	025-265214	06/19 EnerGov SaaS Project Mgmt		504-406-88040	1.53
	025-265214	06/19 EnerGov SaaS Project Mgmt		506-540-88040	0.63
	025-265214	06/19 EnerGov SaaS Project Mgmt		820-610-88040	0.63
	025-265215	06/19 SaaS Energov Configuration		101-406-88040	3.75
	025-265215	06/19 SaaS Energov Configuration		107-422-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		110-424-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		125-422-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		127-422-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		130-451-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		140-422-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		501-406-88040	23.44
	025-265215	06/19 SaaS Energov Configuration		502-406-88040	23.44
	025-265215	06/19 SaaS Energov Configuration		503-406-88040	23.44
	025-265215	06/19 SaaS Energov Configuration		504-406-88040	4.64

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	025-265215	06/19 SaaS Energov Configuration		506-540-88040	1.88
	025-265215	06/19 SaaS Energov Configuration		820-610-88040	1.88
60532	7/18/2019	1973	Verizon Wireless Services, LLC		38.01
	9832424769	06/19 PD MDT Air Card		101-413-72030	38.01
60534	7/18/2019	1980	Vossler Co.		7,163.63
	M54122	06/19 PW Gas Meters & Washer		502-510-98071	7,163.63
60535	7/18/2019	1996	Westlands Water District		114,108.77
	0000031541	06/19 WP 1/2 Est Transportation Charge		501-503-88071	114,108.77
60536	7/18/2019	1102	BEEHIVE TRUCK & AUTO		75.00
	070919	07/19 PW Propane for Cold Mix		107-422-70130	75.00
60537	7/18/2019	1137	CA Peace Officers Assoc. CPOA		625.00
	20226	07/19 PD 2019 Advance Registration - D. Blevins		101-413-86010	275.00
	20227	07/19 PD 2019 Advance Registration - S. Young		101-413-86010	350.00
60538	7/18/2019	02160	Coalinga Riffle Club		1,000.00
	19-07	07/19 PD Range Use for Patrol		101-413-86010	1,000.00
60539	7/18/2019	1354	Family Healing Center		1,000.00
	205	07/19 PD MOU Annual Stipend FY19/20		101-413-88100	1,000.00
60540	7/18/2019	1424	Geil Enterprises, INC		1,778.17
	366010	07/19 Bldng Maint - Janitorial Supplies		101-432-84030	63.17
	366365	07/19 Bldng Maint - July Janitorial Service		101-432-84030	1,715.00
60541	7/18/2019	1695	Office Depot		736.95
	337549272001	07/19 FIN Office Supplies		101-406-70010	22.11
	337549272001	07/19 FIN Office Supplies		501-406-70010	294.78
	337549272001	07/19 FIN Office Supplies		501-406-70010	257.93
	337549272001	07/19 FIN Office Supplies		503-406-70010	147.39
	337549272001	07/19 FIN Office Supplies		504-406-70010	14.74
60542	7/18/2019	1692	O'Reilly Automotive, Inc.		20.67
	4316-306816	07/19 PW Truck Cleaning Supplies		107-422-84060	20.67
60543	7/18/2019	1513	Pacific Telemanagement Services		30.00
	2022957	07/19 AP Monthly Payphone Service		101-435-72030	30.00
60544	7/18/2019	1865	Standard Insurance Company		2,757.36
	070119	07/19 Employee Insurance - Life		950-000-32300	608.00
	070119	07/19 Employee Insurance - Standard		950-000-32300	1,275.09
	070119	07/19 Employee Insurance - Volunteer Life		950-000-32400	874.27
60545	7/18/2019	1923	Tim Braly		3,112.95
	616002	07/19 PD Ammo - A. Diaz		101-413-98040	630.00
	616002	07/19 PD Gun Purchase - A. Diaz		101-413-98040	430.00
	616002	07/19 PD Gun Purchase Ammo - Tax & Reg		101-413-98040	133.55
	616003	07/19 PD Sig Sauer / Rock Island - D. Blevins		101-413-98040	1,200.00
	616004	07/19 PD Sig Sauer P320 M17 - S. Young		101-413-98040	719.40
60546	7/18/2019	1962	US Bank		3,817.00
	5407905	07/19 2000 RDA TA Trustee Fees		820-610-96500	3,817.00
60547	7/18/2019	1973	Verizon Wireless Services, LLC		812.39
	9833169417	07/19 AP 381-1120 Acct 516264995-00001		101-435-72030	39.08
	9833169417	07/19 PW 381-1988 40% Acct 516264995-00001		501-406-72030	12.40
	9833169417	07/19 PW Director 341-4461 Acct 516264995-00001		501-503-72030	36.85
	9833169417	07/19 WP Router-2 383-4119 Acct 516264995-0000		501-503-72030	89.10
	9833169417	07/19 WP iPad-2 383-4121 Acct 516264995-00001		501-503-72030	45.02
	9833169417	07/19 WP iPad-1 978-2846 Acct 516264995-00001		501-503-72030	45.02

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	9833169417	07/19 WP Primary 383-4514 Acct 516264995-00001		501-503-72030	54.70
	9833169417	07/19 WP Router-1 383-4004 Acct 516264995-0000		501-503-72030	58.52
	9833169417	07/19 WP On-call 341-9613 Acct 516264995-00001		501-503-72030	54.45
	9833169417	07/19 PW 381-1988 35% Acct 516264995-00001		502-406-72030	10.85
	9833169417	07/1 PW Stand by 50% 383-4014 Acct 516264995-00		502-510-72030	15.50
	9833169417	07/19 PW Tablet 240-3695 Acct 516264995-00001		502-510-72030	19.00
	9833169417	07/19 PW Superv 50% 974-1257 Acct 516264995-00		502-510-72030	27.23
	9833169417	07/19 Field Supervisor 50% Acct 516264995-00001		502-510-72030	30.98
	9833169417	07/19 PW 381-1988 23% Acct 516264995-00001		503-406-72030	7.13
	9833169417	07/19 WWP Wifi 383-4044 Acct 516264995-00001		503-520-72030	42.92
	9833169417	07/19 WWP 341-3958 Acct 516264995-00001		503-520-72030	12.32
	9833169417	07/19 PW Tablet 240-3695 Acct 516264995-00001		503-521-72030	19.01
	9833169417	7/19 PW Stand by 50% 383-4014 Acct 516264995-00		503-521-72030	15.49
	9833169417	07/19 Field Supervisor 50% Acct 516264995-00001		503-521-72030	30.97
	9833169417	07/19 PW Superv 50% 974-1257 Acct 516264995-00		503-521-72030	27.22
	9833169417	07/19 PW 381-1988 2% Acct 516264995-00001		504-406-72030	0.61
	9833169417	07/19 Transit 246-0331 Acct 516264995-00001		506-540-72030	39.08
	9833169417	07/19 Transit 246-1403 Acct 516264995-00001		506-540-72030	39.08
	9833169417	7/19 Transit M.Garcia 246-6243 Acct 516264995-000		506-540-72030	39.86
60549	7/25/2019	02021	Visual Ink		1,771.21
	13752	06/19 City Logo on 6 PW Utility Vehicles		107-422-88100	295.20
	13752	06/19 City Logo on 6 PW Utility Vehicles		501-503-70140	295.20
	13752	06/19 City Logo on 6 PW Utility Vehicles		501-508-88100	295.21
	13752	06/19 City Logo on 6 PW Utility Vehicles		502-510-88100	295.20
	13752	06/19 City Logo on 6 PW Utility Vehicles		503-521-88100	295.20
	13752	06/19 City Logo on 6 PW Utility Vehicles		504-535-88100	295.20
60550	7/25/2019	02057	BC Laboratories, Inc.		245.00
	B345433	06/19 WP Outside Lab Work		501-503-88081	20.00
	B345624	06/19 WP Outside Lab Work		501-503-88081	175.00
	B345866	06/19 WWTP Outside Lab Work		503-520-88080	50.00
60551	7/25/2019	1102	BEEHIVE TRUCK & AUTO		325.00
	060919	06/19 WWTP Propane for Burning Weeds		503-520-70140	325.00
60552	7/25/2019	1131	BSK Analytical Laboratories		2,525.00
	A917594	06/19 WP Outside Lab Work UCMR4 - Testing		501-503-88081	350.00
	A918202	06/19 WP Outside Lab Work UCMR4 - Testing		501-503-88081	625.00
	A919220	06/19 WP Outside Lab Work		501-503-88081	875.00
	A919624	06/19 WP Outside Lab Work		501-503-88081	675.00
60553	7/25/2019	1159	California Water Service		17,175.05
	0040832-IN	06/19 PW Water Consulting for June 2019		501-503-88100	13,462.55
	0040832-IN	06/19 PW Water Consulting for June 2019		503-520-88100	3,712.50
60554	7/25/2019	1271	DataProse, Inc.		7,645.73
	3P43756	06/19 FIN Income Survey Letter		501-406-70040	156.00
	3P43756	06/19 FIN Income Survey Letter		502-406-70040	136.50
	3P43756	06/19 FIN Income Survey Letter		503-406-70040	89.70
	3P43756	06/19 FIN Income Survey Letter		504-406-70040	7.80
	DP1901959	05/19 NCOALINK		501-406-70030	6.00
	DP1901959	05/19 Postage		501-406-70030	190.34
	DP1901959	05/19 Postage Used		501-406-70030	714.66
	DP1901959	04/19 Postage Used		501-406-70030	693.42
	DP1901959	06/19 Back to Basics		501-406-70040	36.19
	DP1901959	06/19 Income Survey Letter		501-406-70040	36.19
	DP1901959	05/19 Search & Viewbill Program		501-406-70040	7.41
	DP1901959	06/19 Search & Viewbill Monthly Fee		501-406-70040	30.00
	DP1901959	04/19 Search & Viewbill Program		501-406-70040	27.37
	DP1901959	04/19 NCOALINK		501-406-70040	5.80

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	DP1901959	05/19 Search & Viewbill Program		501-406-70040	27.14
	DP1901959	April 2019 Regular Bills		501-406-70040	437.48
	DP1901959	May 2019 Regular Bills		501-406-70040	433.84
	DP1901959	May 2019 10-Day Notices		501-406-70040	118.43
	DP1901959	06/19 Technical Services		501-406-70040	100.00
	DP1901959	05/19 NCOALINK		501-406-70040	1.80
	DP1901959	2018-CCR		501-406-70040	36.19
	DP1901959	05/19 Postage Used		502-406-70030	625.33
	DP1901959	05/19 Postage		502-406-70030	166.55
	DP1901959	05/19 NCOALINK		502-406-70030	5.25
	DP1901959	04/19 Postage Used		502-406-70030	606.75
	DP1901959	06/19 Technical Services		502-406-70040	87.50
	DP1901959	06/19 Income Survey Letter		502-406-70040	31.67
	DP1901959	05/19 NCOALINK		502-406-70040	1.58
	DP1901959	04/19 NCOALINK		502-406-70040	5.08
	DP1901959	May 2019 10-Day Notices		502-406-70040	103.63
	DP1901959	May 2019 Regular Bills		502-406-70040	379.61
	DP1901959	05/19 Search & Viewbill Program		502-406-70040	6.48
	DP1901959	05/19 Search & Viewbill Program		502-406-70040	23.75
	DP1901959	04/19 Search & Viewbill Program		502-406-70040	23.95
	DP1901959	06/19 Search & Viewbill Monthly Fee		502-406-70040	26.25
	DP1901959	2018-CCR		502-406-70040	31.67
	DP1901959	06/19 Back to Basics		502-406-70040	31.67
	DP1901959	April 2019 Regular Bills		502-406-70040	382.80
	DP1901959	05/19 Postage Used		503-406-70030	410.93
	DP1901959	04/19 Postage Used		503-406-70030	398.72
	DP1901959	05/19 Postage		503-406-70030	109.45
	DP1901959	05/19 NCOALINK		503-406-70030	3.45
	DP1901959	04/19 NCOALINK		503-406-70040	3.34
	DP1901959	May 2019 10-Day Notices		503-406-70040	68.10
	DP1901959	May 2019 Regular Bills		503-406-70040	249.46
	DP1901959	April 2019 Regular Bills		503-406-70040	251.55
	DP1901959	05/19 NCOALINK		503-406-70040	1.04
	DP1901959	05/19 Search & Viewbill Program		503-406-70040	15.61
	DP1901959	04/19 Search & Viewbill Program		503-406-70040	15.74
	DP1901959	06/19 Search & Viewbill Monthly Fee		503-406-70040	17.25
	DP1901959	2018-CCR		503-406-70040	20.81
	DP1901959	06/19 Technical Services		503-406-70040	57.50
	DP1901959	06/19 Back to Basics		503-406-70040	20.81
	DP1901959	06/19 Income Survey Letter		503-406-70040	20.81
	DP1901959	05/19 Search & Viewbill Program		503-406-70040	4.26
	DP1901959	05/19 Postage		504-406-70030	9.51
	DP1901959	04/19 Postage Used		504-406-70030	34.67
	DP1901959	05/19 Postage Used		504-406-70030	35.73
	DP1901959	05/19 NCOALINK		504-406-70030	0.30
	DP1901959	06/19 Income Survey Letter		504-406-70040	1.81
	DP1901959	05/19 Search & Viewbill Program		504-406-70040	0.38
	DP1901959	05/19 Search & Viewbill Program		504-406-70040	1.36
	DP1901959	06/19 Back to Basics		504-406-70040	1.81
	DP1901959	2018-CCR		504-406-70040	1.81
	DP1901959	06/19 Search & Viewbill Monthly Fee		504-406-70040	1.50
	DP1901959	04/19 NCOALINK		504-406-70040	0.28
	DP1901959	04/19 Search & Viewbill Program		504-406-70040	1.37
	DP1901959	06/19 Technical Services		504-406-70040	5.00
	DP1901959	05/19 NCOALINK		504-406-70040	0.08
	DP1901959	April 2019 Regular Bills		504-406-70040	21.88
	DP1901959	May 2019 Regular Bills		504-406-70040	21.70
	DP1901959	May 2019 10-Day Notices		504-406-70040	5.93

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
60559	7/25/2019 8244	02091 06/19 WP SCADA System	Frisch Engineering, Inc.	501-503-98441	12,771.00 12,771.00
60560	7/25/2019 410	02216 06/19 FD App Bay Lights	Green Ag Solutions	101-416-84030	490.39 490.39
60561	7/25/2019	1450	GRISWOLD, LASALLE, COBB, DOD, & GIN, L.L.P.		8,760.04
	063019	06/19 CC Rev Agrmt for SRO - Acct#: 21794.003		101-401-88010	86.10
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.004		101-401-88010	90.00
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.010		101-401-88010	272.65
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.007		101-401-88010	248.75
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.012		101-401-88010	3,753.13
	063019	06/19 CC Law Res Re Gov Code 103 Acct#: 21794.00		101-401-88010	51.25
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.103		101-401-88010	2,502.41
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.005		101-401-88010	585.65
	063019	06/19 Legal Svc as Citty Atty - Acct#:21794.011		117-418-98042	272.65
	063019	06/19 Legal Svc as Citty Atty Wtr- Acct#:21794.010		501-503-88100	103.45
	063019	06/19 PW Telephone Conference - Acct#: 21794.003		501-503-88100	18.45
	063019	06/19 Legal Svc as Citty Atty Wtr- Acct#:21794.012		501-503-88100	224.10
	063019	06/19 PW Telephone Conference - Acct#: 21794.003		501-508-88100	18.45
	063019	06/19 PW Telephone Conference - Acct#: 21794.003		502-510-88100	18.45
	063019	06/19 PW Telephone Conference - Acct#: 21794.003		503-520-88100	18.45
	063019	06/19 PW Telephone Conference - Acct#: 21794.003		503-521-88100	18.45
	063019	06/19 Legal Svc as Citty Atty RDA -Acct#:21794.007		820-610-88011	477.65
60563	7/25/2019 07054438	1463 06/19 WP Chemical Ammonia	Hill Brothers Chemical Company	501-503-70210	5,414.65 5,414.65
60564	7/25/2019 INV293246 INV296557	1571 06/19 FD E171 Valve Rebuild Kit 06/19 FD Fit Testing	L.N. Curtis & Sons	101-416-75060 101-416-75060	1,087.63 92.63 995.00
60565	7/25/2019 1474374 1474374 1479552 1479552	1592 02/19 ADMN ERMA Claim Sanchez 02/19 ADMN ERMA Claim Sanchez 05/19 ADMN ERMA Claim - Sanchez 05/19 ADMN ERMA Claim - Sanchez	Liebert Cassidy Whitmore	101-405-88020 820-610-88010 101-405-88020 820-610-88010	26,003.08 3,619.56 904.89 17,182.90 4,295.73
60566	7/25/2019 906556	1593 03/19 FD Medical Supplies	Life Assist, Inc.	101-416-75000	133.80 133.80
60567	7/25/2019 050119 050119 050119 050119 050119	1647 05/19 Mid Valley Insert - Back to Basics 05/19 20% Printing & Mailing Utility Bills 04/19 05/19 Mid Valley Billing -Franchise Fee- May 2019 05/19 20% Franchise Fee 05/19 Regular Utility Billing	Mid Valley Disposal, Inc.	101-400-41080 101-400-41080 101-400-41080 101-400-41080 504-530-88170	148,817.90 -90.48 -729.96 -1,503.80 -40,896.86 192,039.00
60568	7/25/2019 90380469	02047 06/19 FD Oxygen Rental	PRAXAIR DISTRIBUTION, INC.	101-416-75000	243.17 243.17
60569	7/25/2019 COALFD-MAY15-201 COALPD-MAY-2019	1755 05/19 HR Polygraph - F. Morales 05/19 HR Polygraphs-B.Kaiser, B.Carpenter, B. Meza	Raul Herrera	101-408-89050 101-408-89050	800.00 200.00 600.00
60570	7/25/2019 June 2019 May 2019	1763 06/19 FD Collection Agency 05/19 FD Collection Agency	Resolve Insurance Systems Inc	101-416-75040 101-416-75040	843.67 267.66 576.01
60571	7/25/2019 I190701161	1852 06/19 WP New Control Panel for Chem Room	Solomon Electric and Data, Inc	501-503-84020	10,217.35 10,217.35

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	602198781	07/19 PW Employee Uniforms/First Aid Supply Kit		506-540-70100	18.32
60582	7/25/2019	02069	AT&T 2005		1,597.89
	13340143	07/19 PD Chief 559-935-4210		101-413-72030	40.65
	13340143	07/19 PD Multi-line 559-935-8497		101-413-72030	241.70
	13340143	07/19 PD Multi-line 559-935-8496		101-413-72030	241.70
	13340143	07/19 PD 559-935-6008		101-413-72030	20.15
	13340143	07/19 PD Business Alarm 559-935-0359		101-413-72030	21.15
	13340143	07/19 PD Crime Tip Line 559-935-3206		101-413-72030	21.15
	13340143	07/19 FD 559-935-1651		101-416-72030	99.67
	13340143	07/19 Bldg. Maint. 559-935-3050		101-432-72030	33.24
	13340143	07/19 City Hall Modem 559-934-1306		101-432-72030	40.65
	13340143	07/19 Admin Fax 559-935-0789		101-432-72030	216.17
	13340143	07/19 Graffiti Hotline 559-935-3282		101-432-72030	19.49
	13340143	07/19 City Hall Main 559-935-1532		101-432-72030	244.11
	13340143	07/19 AP Maint. 559-935-8594		101-435-72030	19.49
	13340143	07/19 AP Weather 559-935-5960		101-435-72030	77.98
	13340143	07/19 WP Alarm 559-935-3022		501-503-72030	60.15
	13340143	07/19 WP 559-935-1889		501-503-72030	21.15
	13340143	07/19 PW Yard 559-935-1185		502-510-72030	96.14
	13340143	07/19 Sewer Plant 559-935-2275		503-520-72030	19.70
	13340143	07/19 WWP Lift Station 559-935-5518		503-521-72030	21.15
	13340143	07/19 New Lift Station 559-935-1896		503-521-72030	21.15
	13340143	07/19 Echo Canyon Lift Station 559-935-1875		503-521-72030	21.15
60584	7/25/2019	02097	AT&T 2006		123.79
	13340171	07/19 PD Dispatch		101-413-72030	61.78
	13340171	07/19 Courthouse / RVP Project		101-432-72030	40.65
	13340171	07/19 PW City Phone Service		107-422-72030	5.34
	13340171	07/19 PW City Phone Service		501-508-72030	5.34
	13340171	07/19 PW City Phone Service		502-510-72030	5.34
	13340171	07/19 PW City Phone Service		503-521-72030	5.34
60585	7/25/2019	02057	BC Laboratories, Inc.		708.50
	B346524	07/19 WP Outside Labwork		501-503-88081	195.00
	B346716	07/19 WP Outside Labwork		501-503-88081	79.00
	B347149	07/19 WP Outside Labwork		501-503-88081	160.00
	B347183	07/19 WP Outside Labwork		501-503-88081	15.00
	B347244	07/19 WP Outside Labwork		501-503-88081	90.00
	B347489	07/19 WWTP Outside Labwork		503-520-88080	50.00
	B347634	07/19 WWTP Outside Labwork		503-520-88080	119.50
60586	7/25/2019	1192	Chemtrade Chemicals US LLC		4,737.13
	92688402	07/19 WP Chemical Alum Sulfate		501-503-70240	4,737.13
60587	7/25/2019	1217	Clovis Polycon, Inc.		4,788.57
	47540	07/19 WWTP Gas Line Installation Parts		502-510-70140	4,788.57
60588	7/25/2019	1271	DataProse, Inc.		1,516.88
	3P43742	07/19 FIN Back to Basics Insert Printing		501-406-70040	303.37
	3P43742	07/19 FIN Back to Basics Insert Printing		502-406-70040	265.46
	3P43742	07/19 FIN Back to Basics Insert Printing		503-406-70040	174.44
	3P43742	07/19 FIN Back to Basics Insert Printing		504-406-70040	15.17
	3P44135	07/19 FIN Water Information Insert		501-406-70040	303.37
	3P44135	07/19 FIN Water Information Insert		502-406-70040	265.46
	3P44135	07/19 FIN Water Information Insert		503-406-70040	174.44
	3P44135	07/19 FIN Water Information Insert		504-406-70040	15.17
60589	7/25/2019	1362	Ferguson Enterprises Inc. 1423		1,418.42
	1471564	07/19 PW Water Line Installation Parts		501-508-70140	1,418.42

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60600	7/25/2019 072419	1885 07/19 HR Textbook Reimbursement - S. Redding	Suzanne Redding	101-408-86010	24.63 24.63
60601	7/25/2019 10316	1997 07/19 WP Safety Equipment	Westside Supply	501-503-84072	78.46 78.46
60603	7/25/2019 0000957	1205 CECA Dues	City Employee Contrib. Assoc.	950-000-33000	65.00 65.00
60604	7/25/2019 0000958	1223 Fire Union Dues	COALINGA FIREFIGHTERS	950-000-33300	600.00 600.00
60605	7/25/2019 0000960 0000962 0000963	1228 Mastagni Law Firm CPOA Dues PORAC Dues	COALINGA PEACE OFFICER'S ASSOCIATION	950-000-33200 950-000-33200 950-000-33200	852.48 280.00 280.00 292.48
60606	7/25/2019 0000943 0000944 0000945 0000946	1487 457 ICMA \$\$ Gen 457 ICMA % General 457 ICMA EE\$ / ER% 457 ICMA EE\$ / ER\$	ICMA 457 RETIREMENT TRUST	950-000-32100 950-000-32100 950-000-32100 950-000-32100	6,996.58 459.99 5,105.96 1,041.60 389.03
60607	7/25/2019 0000959	1586 Pre-Paid Legal Shield	LEGAL SHIELD	950-000-34060	120.11 120.11
60608	7/25/2019 0000961	02043 New York Life	New York Life Insurance	950-000-32400	648.96 648.96
60609	7/25/2019 0000947 0000948 0000949	1677 457 Newport \$\$ 457 Newport % 457 Newport EE\$ / ER%	Newport Trust Company	950-000-32100 950-000-32100 950-000-32100	4,028.24 330.00 2,178.82 1,519.42
60610	7/25/2019 0000964 0000965	1820 SEIU COPE SEIU Dues	SEIU Local 521 - Dues W/H	950-000-33000 950-000-33000	454.21 10.00 444.21
DFT0000698	7/12/2019 0000907 0000907 0000907 0000907 0000907 0000907 0000907	02077 Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI	SDI (Mgr)	107-422-62050 501-503-62050 501-508-62050 502-510-62050 503-520-62050 503-521-62050	24.67 2.47 3.70 2.47 6.17 4.93 4.93
DFT0000699	7/12/2019 0000908	1331 State WH	Employment Development Dept.	950-000-31200	162.83 162.83
DFT0000700	7/12/2019 0000909 0000909 0000909	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	920.21 542.75 305.92 71.54
DFT0000702	7/12/2019 0000919	1162 CalPERS Classic F/P ER 32048	CalPERS	950-000-36000	7,012.47 7,012.47
DFT0000703	7/12/2019 0000920	1162 CalPERS Classic Misc ER 32047	CalPERS	950-000-36000	4,645.46 4,645.46
DFT0000704	7/12/2019 0000921	1162 CalPERS PEPRA Misc 27481 EE	CalPERS	950-000-32000	2,175.78 2,175.78

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DFT0000705	7/12/2019 0000922	1162 CalPERS PEPRA Misc 27481 ER	CalPERS	950-000-32000	2,381.86 2,381.86
DFT0000706	7/12/2019 0000923	1162 CalPERS PEPRA Fire/Police	CalPERS	950-000-32000	2,730.14 2,730.14
DFT0000707	7/12/2019 0000924	1162 CalPERS PEPRA Fire/Police ER	CalPERS	950-000-32000	2,647.88 2,647.88
DFT0000708	7/12/2019 0000934	1162 CalPERS Classic EE w/SS Offset	CalPERS	950-000-32000	7,160.68 7,160.68
DFT0000709	7/12/2019 0000935	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0000710	7/12/2019 0000936	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	245.07 245.07
DFT0000711	7/31/2019 0000938 0000938	1025 AFLAC After Tax AFLAC PreTax	AFLAC Group Insurance	950-000-34600 950-000-34600	1,562.12 443.64 1,118.48
DFT0000712	7/12/2019 0000939	02078 SDI	SDI	950-000-31500	1,804.35 1,804.35
DFT0000713	7/12/2019 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940 0000940	02077 Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI Mgr SDI	SDI (Mgr)	101-404-62050 101-405-62050 101-406-62050 101-416-62050 107-422-62050 501-406-62050 501-503-62050 501-508-62050 502-406-62050 502-510-62050 503-406-62050 503-520-62050 503-521-62050 504-406-62050 506-540-62050 820-610-62050	219.72 36.65 6.14 4.49 45.78 17.15 11.51 10.81 9.86 9.52 12.70 7.10 11.75 11.76 0.62 6.95 16.93
DFT0000714	7/12/2019 0000941	1331 State WH	Employment Development Dept.	950-000-31200	5,981.67 5,981.67
DFT0000715	7/12/2019 0000942 0000942 0000942	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	45,199.95 15,864.13 23,775.44 5,560.38
DFT0000717	7/26/2019 0000951	1162 CalPERS Classic F/P ER 32048	CalPERS	950-000-36000	7,477.29 7,477.29
DFT0000718	7/26/2019 0000952	1162 CalPERS Classic Misc ER 32047	CalPERS	950-000-36000	4,944.10 4,944.10
DFT0000719	7/26/2019 0000953	1162 CalPERS PEPRA Misc 27481 EE	CalPERS	950-000-32000	1,962.02 1,962.02
DFT0000720	7/26/2019 0000954	1162 CalPERS PEPRA Misc 27481 ER	CalPERS	950-000-32000	2,192.75 2,192.75

Expense Approval Report

Payment Dates: 07/01/2019 - 07/31/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0000721	7/26/2019 0000955	1162 CalPERS PEPR Fire/Police	CalPERS	950-000-32000	2,468.23 2,468.23
DFT0000722	7/26/2019 0000956	1162 CalPERS PEPR Fire/Police ER	CalPERS	950-000-32000	2,481.62 2,481.62
DFT0000723	7/26/2019 0000966	1162 CalPERS Classic EE w/SS Offset	CalPERS	950-000-32000	7,167.53 7,167.53
DFT0000724	7/26/2019 0000967	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0000725	7/26/2019 0000968	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	245.07 245.07
DFT0000726	7/31/2019 0000970 0000970	1025 AFLAC After Tax AFLAC PreTax	AFLAC Group Insurance	950-000-34600 950-000-34600	1,659.58 426.60 1,232.98
DFT0000727	7/26/2019 0000971	02078 SDI	SDI	950-000-31500	1,759.13 1,759.13
DFT0000728	7/26/2019 0000972	02077 Mgr SDI	SDI (Mgr)	950-000-31500	238.20 238.20
DFT0000729	7/26/2019 0000973	1331 State WH	Employment Development Dept.	950-000-31200	6,012.33 6,012.33
DFT0000730	7/26/2019 0000974 0000974 0000974	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	44,408.85 15,530.21 23,404.90 5,473.74
DFT0000731	7/24/2019 0000975	02078 SDI	SDI	950-000-31500	99.95 99.95
DFT0000732	7/24/2019 0000976	1331 State WH	Employment Development Dept.	950-000-31200	660.10 660.10
DFT0000733	7/24/2019 0000977 0000977 0000977	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	3,861.04 2,199.02 1,347.00 315.02
Grand Total:					1,059,911.13

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	103,332.66
107 - GAS TAX FUND	10,045.35
110 - LTF - ARTICLE VIII FUND	590.08
111 - SB1-ROAD REHAB MAINT ACCT FUND	7,445.00
117 - IGT-INTERGOVERNMENTAL TRANSFER	272.65
125 - MEASURE C-STREET MAINTENANCE	57.29
127 - MEASURE C-FLEXIBLE FUNDING	2,072.29
130 - SPECIAL ASSESSMENT DISTRICTS	284.65
140 - GENERAL CAPITAL PROJECTS FUND	57.29
150 - COALINGA PUBLIC FINANCING AUTH	104.25
305 - CALTRANS GRANTS FUND	4,112.22
501 - WATER ENTERPRISE FUND	323,132.94
502 - GAS ENTERPRISE FUND	68,123.97
503 - SEWER ENTERPRISE FUND	20,912.73
504 - SANITATION ENTERPRISE FUND	194,171.51
506 - TRANSIT SYSTEM	1,505.50
815 - LOW/MOD HOUSING ASSET FUND	6,615.00
820 - RORF-REDEV OBLIG RETIREMENT FUND	12,253.16
950 - PAYROLL TRUST & AGENCY FUND	304,822.59
Grand Total:	1,059,911.13

Account Summary

Account Number	Account Name	Payment Amount
101-000-10400	SMIP Payable	1,015.22
101-000-10500	State Bldg Standards Ad	379.00
101-400-41080	Mid Valley Franchise Fee	-43,221.10
101-400-48160	Miscellaneous Revenues	21.47
101-400-48200	Administrative Fees	-88.66
101-401-70010	Office Supplies	88.88
101-401-84010	Office Equip Repairs &	23.85
101-401-86010	Training, Travel, & Confe	1.96
101-401-86030	Subs., Dues, & Publicatio	5,157.67
101-401-88010	City Attorney Fees	7,589.94
101-404-62050	Disability Income Insura	36.65
101-404-70010	Office Supplies	132.90
101-404-70160	Gasoline & Diesel	107.60
101-404-72030	Telephone	61.50
101-404-84010	Office Equip Repairs &	23.85
101-404-86010	Training, Travel, & Confe	0.98
101-404-86030	Subs., Dues, & Publicatio	3,725.96
101-404-86500	Planning-Reimbursable F	1,167.50
101-405-62050	Disability Income Insura	6.14
101-405-70010	Office Supplies	110.04
101-405-70160	Gasoline & Diesel	61.01
101-405-84010	Office Equip Repairs &	23.85
101-405-84060	Vehicle Parts, Repairs &	38.50
101-405-86010	Training, Travel, & Confe	0.98
101-405-88020	Outside Attorney Fees	23,052.86
101-405-89070	Fingerprinting	7.35
101-406-62050	Disability Income Insura	4.49
101-406-70010	Office Supplies	22.11
101-406-84010	Office Equip Repairs &	5.23
101-406-86010	Training, Travel, & Confe	2.94
101-406-88030	Accounting/Auditing	139.00
101-406-88040	Computer Programming	114.50
101-406-88100	Professional Services	310.04
101-406-89040	Physical w/Drug & Alcoh	19.50

Account Summary

Account Number	Account Name	Payment Amount
101-406-89070	Fingerprinting	3.20
101-408-70030	Postage & Freight Out	36.96
101-408-84010	Office Equip Repairs &	117.01
101-408-86010	Training, Travel, & Confe	25.35
101-408-86030	Subs., Dues, & Publicatio	52.37
101-408-88060	Medical - General	250.00
101-408-88100	Professional Services	663.80
101-408-89040	Physical w/Drug & Alcoh	585.00
101-408-89050	Polygraphs	2,000.00
101-408-89070	Fingerprinting	262.00
101-413-70010	Office Supplies	32.78
101-413-70030	Postage & Freight Out	30.39
101-413-70040	Printing & Binding	21.55
101-413-70060	Small Tools & Equipment	10.81
101-413-70101	Uniforms-Safety Equipm	16.28
101-413-70380	Inmate Food/Jail Supplie	171.99
101-413-72010	Water, Gas, Sanitation &	86.07
101-413-72030	Telephone	3,251.75
101-413-84010	Office Equip Repairs &	244.84
101-413-84060	Vehicle Parts, Repairs &	1,343.74
101-413-86010	Training, Travel, & Confe	2,122.59
101-413-86030	Subs., Dues, & Publicatio	2,662.99
101-413-88100	Professional Services	11,847.25
101-413-92211	K-9 Program Expense	43.00
101-413-98030	Office Furniture & Equip	305.12
101-413-98040	Major Machinery & Equi	3,112.95
101-415-70060	Small Tools & Equipment	3.09
101-415-70280	Shelter Food/Supplies	282.80
101-415-72030	Telephone	42.90
101-415-84060	Vehicle Parts, Repairs &	-54.56
101-415-98040	Major Machinery & Equi	88.26
101-416-62050	Disability Income Insura	45.78
101-416-70010	Office Supplies	54.72
101-416-70102	Uniforms (Turnout Gear)	10,790.17
101-416-70160	Gasoline & Diesel	3,779.12
101-416-70450	Station Supplies	36.44
101-416-72010	Water, Gas, Sanitation &	772.15
101-416-72030	Telephone	1,456.43
101-416-75000	Medical Equipment & Su	1,972.74
101-416-75010	Meals-Ambulance Runs	65.96
101-416-75040	Ambulance Billing Contr	7,932.28
101-416-75060	Mandated Annual Servic	1,087.63
101-416-84010	Office Equip Repairs &	133.51
101-416-84030	Buildings Repairs & Mai	499.28
101-416-84060	Vehicle Parts, Repairs &	5,616.25
101-416-86010	Training, Travel, & Confe	198.73
101-416-88100	Professional Services	8,142.04
101-431-70100	Uniforms	95.23
101-431-70150	Vehicle Parts & Supplies	21.00
101-431-70160	Gasoline & Diesel	66.23
101-431-70440	Miscellaneous Supplies	118.66
101-431-72030	Telephone	71.21
101-431-84060	Vehicle Parts, Repairs &	491.70
101-432-72010	Water, Gas, Sanitation &	1,415.06
101-432-72020	Electric	61.21
101-432-72030	Telephone	984.66
101-432-84030	Buildings Repairs & Mai	4,179.16
101-435-72010	Water, Gas, Sanitation &	375.79

Account Summary

Account Number	Account Name	Payment Amount
101-435-72030	Telephone	166.55
101-435-84030	Buildings Repairs & Mai	170.00
101-435-84060	Vehicle Parts, Repairs &	174.11
101-435-90010	Liability & Property Insur	3,002.00
101-440-70160	Gasoline & Diesel	525.45
101-440-72011	Water/Electric - City Plot	16,449.18
101-440-84060	Vehicle Parts, Repairs &	109.99
101-440-84090	Graffiti Removal Expens	9.12
101-440-89040	Physical w/ Drug & Alco	6.30
101-440-92212	Veterans Banner Prog Ex	2,450.83
107-422-62050	Disability Income Insura	19.62
107-422-70010	Office Supplies	50.66
107-422-70030	Postage & Freight Out	0.65
107-422-70100	Uniforms	292.34
107-422-70130	Street Materials	75.00
107-422-70160	Gasoline & Diesel	694.25
107-422-70190	Street Stripe Paint	22.73
107-422-70440	Miscellaneous Supplies	9.09
107-422-72010	Water/Electric - City Plot	3,274.89
107-422-72030	Telephone	24.37
107-422-84010	Office Equip Repairs &	1.65
107-422-84050	Grounds Repairs & Main	62.08
107-422-84060	Vehicle Parts, Repairs &	20.67
107-422-86010	Training, Travel, & Confe	0.02
107-422-86030	Subs., Dues, & Publicatio	1,675.92
107-422-88040	Computer Programming	57.29
107-422-88060	Medical - General	12.50
107-422-88100	Professional Services	3,736.92
107-422-89040	Physical w/Drug & Alcoh	14.70
110-424-88040	Computer Programming	57.29
110-424-98940	2016 Alley Paving Projec	532.79
111-422-98910	Sunset St Improv-Phase	7,445.00
117-418-98042	IGT-EMS Program Expen	272.65
125-422-88040	Computer Programming	57.29
127-422-88040	Computer Programming	57.29
127-422-98901	Phelps Ave Improvemen	2,015.00
130-451-88040	Computer Programming	57.29
130-603-88101	Administrative Fees	227.36
140-422-88040	Computer Programming	57.29
150-751-96501	Fiscal Agent Fees-1998 A	34.75
150-752-96502	Fiscal Agent Fees-1998 B	34.75
150-753-96503	Fiscal Agent Fees-1998 C	34.75
305-422-98940	2016 Alley Paving Projec	4,112.22
501-406-62050	Disability Income Insura	11.51
501-406-70010	Office Supplies	554.98
501-406-70030	Postage & Freight Out	2,638.88
501-406-70040	Printing & Binding	2,060.58
501-406-70160	Gasoline & Diesel	426.99
501-406-72030	Telephone	223.22
501-406-84010	Office Equip Repairs &	69.78
501-406-86010	Training, Travel, & Confe	0.03
501-406-86030	Subs., Dues, & Publicatio	1.46
501-406-88030	Accounting/Auditing	104.25
501-406-88040	Computer Programming	715.94
501-406-88100	Professional Services	762.68
501-406-89040	Physical w/Drug & Alcoh	70.20
501-406-89070	Fingerprinting	11.52
501-406-92090	Taxes, Licenses, & Fees	1,065.50

Account Summary

Account Number	Account Name	Payment Amount
501-503-62050	Disability Income Insura	14.51
501-503-70010	Office Supplies	659.20
501-503-70030	Postage & Freight Out	3.05
501-503-70100	Uniforms	420.43
501-503-70140	Utility Parts & Supplies	842.04
501-503-70160	Gasoline & Diesel	502.00
501-503-70202	Lab Supplies	3,861.26
501-503-70210	Chemicals Ammonia	5,414.65
501-503-70240	Chemicals Aluminate Sul	9,299.04
501-503-72010	Water, Gas, Sanitation &	69.92
501-503-72030	Telephone	751.12
501-503-80010	Water Purchases	71,870.14
501-503-82030	Equipment Rental	28.00
501-503-84010	Office Equip Repairs &	32.63
501-503-84020	Major Equip Repairs &	10,217.35
501-503-84030	Buildings Repairs & Mai	11,949.70
501-503-84072	Safety Equip. Repairs &	205.79
501-503-86010	Training, Travel, & Confe	2.55
501-503-86030	Subs., Dues, & Publicatio	841.83
501-503-86032	Cert, Renewal, Subs & D	190.00
501-503-88071	Westlands Coalinga Can	114,108.77
501-503-88081	Outside Laboratory	3,628.00
501-503-88100	Professional Services	19,993.08
501-503-89040	Physical w/Drug & Alcoh	136.50
501-503-89070	Fingerprinting	22.40
501-503-98040	Major Machinery & Equi	35,130.19
501-503-98441	Water Revenue Bond Pr	13,371.00
501-508-62050	Disability Income Insura	12.33
501-508-70010	Office Supplies	16.99
501-508-70030	Postage & Freight Out	2.14
501-508-70060	Small Tools & Equipment	197.33
501-508-70100	Uniforms	298.56
501-508-70140	Utility Parts & Supplies	1,977.42
501-508-70160	Gasoline & Diesel	525.49
501-508-72030	Telephone	28.68
501-508-84010	Office Equip Repairs &	22.84
501-508-84060	Vehicle Parts, Repairs &	104.46
501-508-86010	Training, Travel, & Confe	45.04
501-508-86030	Subs., Dues, & Publicatio	920.53
501-508-88060	Medical - General	50.00
501-508-88100	Professional Services	2,756.65
501-508-89040	Physical w/Drug & Alcoh	84.00
501-508-98940	2016 Alley Paving Projec	3,807.81
502-406-62050	Disability Income Insura	9.52
502-406-70010	Office Supplies	1.99
502-406-70030	Postage & Freight Out	2,309.03
502-406-70040	Printing & Binding	1,803.06
502-406-70160	Gasoline & Diesel	373.62
502-406-72030	Telephone	195.32
502-406-84010	Office Equip Repairs &	61.05
502-406-86010	Training, Travel, & Confe	0.02
502-406-86030	Subs., Dues, & Publicatio	1.28
502-406-88030	Accounting/Auditing	104.25
502-406-88040	Computer Programming	715.94
502-406-88100	Professional Services	636.32
502-406-89040	Physical w/Drug & Alcoh	61.43
502-406-89070	Fingerprinting	10.08
502-406-92090	Taxes, Licenses, & Fees	932.31

Account Summary

Account Number	Account Name	Payment Amount
502-510-62050	Disability Income Insura	18.87
502-510-70010	Office Supplies	18.95
502-510-70030	Postage & Freight Out	2.17
502-510-70060	Small Tools & Equipment	172.51
502-510-70100	Uniforms	298.56
502-510-70140	Utility Parts & Supplies	5,124.51
502-510-70160	Gasoline & Diesel	525.49
502-510-72030	Telephone	243.94
502-510-80020	PG&E Wholesale Transp	9,317.64
502-510-80030	Gas Purchases for Resale	25,613.36
502-510-84010	Office Equip Repairs &	30.39
502-510-84030	Buildings Repairs & Mai	118.65
502-510-84060	Vehicle Parts, Repairs &	104.45
502-510-86010	Training, Travel, & Confe	11.79
502-510-86030	Subs., Dues, & Publicatio	1,678.07
502-510-88060	Medical - General	50.00
502-510-88100	Professional Services	8,646.88
502-510-89040	Physical w/Drug & Alcoh	84.00
502-510-98071	Gas Meter Purchases	7,163.63
502-510-98940	2016 Alley Paving Projec	1,684.89
503-406-62050	Disability Income Insura	7.10
503-406-70010	Office Supplies	148.70
503-406-70030	Postage & Freight Out	1,517.36
503-406-70040	Printing & Binding	1,184.86
503-406-70160	Gasoline & Diesel	245.52
503-406-72030	Telephone	112.54
503-406-84010	Office Equip Repairs &	34.89
503-406-86010	Training, Travel, & Confe	0.02
503-406-86030	Subs., Dues, & Publicatio	0.84
503-406-88030	Accounting/Auditing	104.25
503-406-88040	Computer Programming	715.94
503-406-88100	Professional Services	475.77
503-406-89040	Physical w/Drug & Alcoh	40.36
503-406-89070	Fingerprinting	6.62
503-406-92090	Taxes, Licenses, & Fees	612.66
503-520-62050	Disability Income Insura	16.68
503-520-70010	Office Supplies	19.30
503-520-70030	Postage & Freight Out	1.04
503-520-70040	Printing & Binding	21.56
503-520-70100	Uniforms	420.40
503-520-70140	Utility Parts & Supplies	509.03
503-520-70160	Gasoline & Diesel	125.51
503-520-72010	Water, Gas, Sanitation &	461.93
503-520-72030	Telephone	113.39
503-520-82030	Equipment Rental	14.00
503-520-84010	Office Equip Repairs &	27.56
503-520-84020	Major Equip Repairs &	306.25
503-520-86010	Training, Travel, & Confe	0.02
503-520-86030	Subs., Dues, & Publicatio	838.98
503-520-86033	Certifications,Renewals	469.98
503-520-88080	Laboratory	269.50
503-520-88100	Professional Services	3,749.70
503-520-89040	Physical w/Drug & Alcoh	58.50
503-520-89070	Fingerprinting	9.60
503-521-62050	Disability Income Insura	16.69
503-521-70010	Office Supplies	18.99
503-521-70030	Postage & Freight Out	0.55
503-521-70100	Uniforms	298.54

Account Summary

Account Number	Account Name	Payment Amount
503-521-70160	Gasoline & Diesel	525.50
503-521-70440	Miscellaneous Supplies	64.68
503-521-72010	Water, Gas, Sanitation &	95.31
503-521-72030	Telephone	198.82
503-521-84010	Office Equip Repairs &	2.47
503-521-84030	Buildings Repairs & Mai	118.65
503-521-84060	Vehicle Parts, Repairs &	12.67
503-521-86010	Training, Travel, & Confe	0.02
503-521-86030	Subs., Dues, & Publicatio	838.28
503-521-88060	Medical - General	12.50
503-521-88100	Professional Services	2,541.16
503-521-89040	Physical w/Drug & Alcoh	14.00
503-521-98940	2016 Alley Paving Projec	3,513.54
504-406-62050	Disability Income Insura	0.62
504-406-70010	Office Supplies	14.85
504-406-70030	Postage & Freight Out	131.94
504-406-70040	Printing & Binding	103.05
504-406-70160	Gasoline & Diesel	21.35
504-406-72030	Telephone	11.15
504-406-84010	Office Equip Repairs &	3.49
504-406-86030	Subs., Dues, & Publicatio	0.08
504-406-88030	Accounting/Auditing	13.90
504-406-88040	Computer Programming	143.11
504-406-88100	Professional Services	31.95
504-406-89040	Physical w/Drug & Alcoh	10.51
504-406-89070	Fingerprinting	0.58
504-406-92090	Taxes, Licenses, & Fees	53.28
504-530-88170	Mid Valley Sanitation Se	192,039.00
504-535-70010	Office Supplies	0.68
504-535-70030	Postage & Freight Out	0.52
504-535-70100	Uniforms	81.86
504-535-70160	Gasoline & Diesel	1,011.33
504-535-72030	Telephone	2.14
504-535-84010	Office Equip Repairs &	2.41
504-535-84060	Vehicle Parts, Repairs &	188.40
504-535-86030	Subs., Dues, & Publicatio	0.74
504-535-88100	Professional Services	304.57
506-540-62050	Disability Income Insura	6.95
506-540-70010	Office Supplies	55.68
506-540-70030	Postage & Freight Out	1.72
506-540-70100	Uniforms	73.94
506-540-70160	Gasoline & Diesel	734.88
506-540-72030	Telephone	181.62
506-540-84010	Office Equip Repairs &	28.18
506-540-86010	Training, Travel, & Confe	0.97
506-540-86030	Subs., Dues, & Publicatio	2.44
506-540-88030	Accounting/Auditing	20.85
506-540-88040	Computer Programming	57.29
506-540-88100	Professional Services	340.98
815-609-88100	Professional Services	6,615.00
820-610-62050	Disability Income Insura	16.93
820-610-70030	Postage & Freight Out	0.80
820-610-72030	Telephone	1.79
820-610-84010	Office Equip Repairs &	2.01
820-610-86030	Subs., Dues, & Publicatio	1.13
820-610-88010	City Attorney Fees	5,763.22
820-610-88011	Legal Services	477.65
820-610-88030	Accounting/Auditing	104.25

Account Summary

Account Number	Account Name	Payment Amount
820-610-88040	Computer Programming	57.29
820-610-88100	Professional Services	1,969.44
820-610-89070	Fingerprinting	41.65
820-610-96500	Fiscal Agent Fees	3,817.00
950-000-31100	Federal Withholding	34,136.11
950-000-31200	State Income Tax Withh	12,816.93
950-000-31300	FICA Withheld	48,833.26
950-000-31400	Medicare Insurance Wit	11,420.68
950-000-31500	State Disability Insuranc	3,901.63
950-000-32000	Employee Retirement W	33,368.49
950-000-32100	Employee Deferred Com	33,565.78
950-000-32300	Employee Long Term Dis	1,883.09
950-000-32400	Life Insurance	2,846.15
950-000-33000	CLOCEA Dues Withheld	1,732.27
950-000-33200	CPOA Dues Withheld	2,557.44
950-000-33300	Fire Assoc. Dues Withhel	1,700.00
950-000-34010	Other W/H Garnishment	1,306.12
950-000-34060	Prepaid Legal Services	399.88
950-000-34500	Unreimbursed Med/Dep	770.66
950-000-34600	AFLAC Insurance Withhe	3,221.70
950-000-34610	AFLAC Administration Fe	150.00
950-000-36000	Employer Retirement	24,079.32
950-000-36200	Employer Medical Insura	86,133.08
	Grand Total:	1,059,911.13

Project Account Summary

Project Account Key	Payment Amount
None	1,059,911.13
Grand Total:	1,059,911.13

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

Subject: Adopt Resolution No. 3913 Amending the Basic Pay Scale
Meeting Date: Thursday, September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends adopting Resolution 3913

II. BACKGROUND:

III. DISCUSSION:

This item removes the General Employee positions from the Basic Pay Scale.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> RESO#3913_Revising_the_Basic_Pay_Scale_Effective_Sept_5__2019_090519.pdf	Basic Pay Scale Resolution
<input type="checkbox"/> Basic_Pay_Scale_9-5-19.docx	Basic Pay Scale

RESOLUTION NO. 3913

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
APPROVING A REVISION TO THE CITY OF COALINGA BASIC PAY SCALE**

WHEREAS, the governing body of the City of Coalinga is authorized to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

NOW, THEREFORE, BE IT RESOLVED,

- I. That the City Council of the City of Coalinga hereby established pay scales for all employees in all classifications of employment described on the Basic Pay Scale to be revised effective September 5, 2019.

The foregoing resolution was approved and adopted at a meeting of the City Council of the City of Coalinga held on the **5th day of September, 2019**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk

City of Coalinga Basic Pay Scale

Effective: September 5, 2019

Approved: September 5, 2019

Revised: September 5, 2019

<u>Grade</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
17	Office Assistant Human Resources Assistant						
	Annually	\$27,062.03	\$28,415.13	\$29,835.89	\$31,327.68	\$32,894.07	\$34,538.77
	Monthly	\$2,255.17	\$2,367.93	\$2,486.32	\$2,610.64	\$2,741.17	\$2,878.23
	Bi-Weekly	\$1,040.85	\$1,092.89	\$1,147.53	\$1,204.91	\$1,265.16	\$1,328.41
	Hourly	\$13.0106	\$13.6611	\$14.3442	\$15.0614	\$15.8145	\$16.6052
18							
	Annually	\$28,415.13	\$29,835.89	\$31,327.68	\$32,894.07	\$34,538.77	\$36,265.71
	Monthly	\$2,367.93	\$2,486.32	\$2,610.64	\$2,741.17	\$2,878.23	\$3,022.14
	Bi-Weekly	\$1,092.89	\$1,147.53	\$1,204.91	\$1,265.16	\$1,328.41	\$1,394.83
	Hourly	\$13.6611	\$14.3442	\$15.0614	\$15.8145	\$16.6052	\$17.4354
19							
	Annually	\$29,835.89	\$31,327.68	\$32,894.07	\$34,538.77	\$36,265.71	\$38,079.00
	Monthly	\$2,486.32	\$2,610.64	\$2,741.17	\$2,878.23	\$3,022.14	\$3,173.25
	Bi-Weekly	\$1,147.53	\$1,204.91	\$1,265.16	\$1,328.41	\$1,394.83	\$1,464.58
	Hourly	\$14.3442	\$15.0614	\$15.8145	\$16.6052	\$17.4354	\$18.3072
20	Public Safety Dispatcher Property and Evidence Technician Animal Control Officer I Police Records Clerk						
	Annually	\$31,327.68	\$32,894.07	\$34,538.77	\$36,265.71	\$38,079.00	\$39,982.95
	Monthly	\$2,610.64	\$2,741.17	\$2,878.23	\$3,022.14	\$3,173.25	\$3,331.91
	Bi-Weekly	\$1,204.91	\$1,265.16	\$1,328.41	\$1,394.83	\$1,464.58	\$1,537.81
	Hourly	\$15.0614	\$15.8145	\$16.6052	\$17.4354	\$18.3072	\$19.2226

<u>Grade</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
21							
	Annually	\$32,894.07	\$34,538.77	\$36,265.71	\$38,079.00	\$39,982.95	\$41,982.09
	Monthly	\$2,741.17	\$2,878.23	\$3,022.14	\$3,173.25	\$3,331.91	\$3,498.51
	Bi-Weekly	\$1,265.16	\$1,328.41	\$1,394.83	\$1,464.58	\$1,537.81	\$1,614.70
	Hourly	\$15.8145	\$16.6052	\$17.4354	\$18.3072	\$19.2226	\$20.1837
22							
	Annually	\$34,538.77	\$36,265.71	\$38,079.00	\$39,982.95	\$41,982.09	\$44,081.20
	Monthly	\$2,878.23	\$3,022.14	\$3,173.25	\$3,331.91	\$3,498.51	\$3,673.43
	Bi-Weekly	\$1,328.41	\$1,394.83	\$1,464.58	\$1,537.81	\$1,614.70	\$1,659.43
	Hourly	\$16.6052	\$17.4354	\$18.3072	\$19.2226	\$20.1837	\$21.1929

23	Animal Control Officer II						
	Annually	\$36,265.71	\$38,079.00	\$39,982.95	\$41,982.09	\$44,081.20	\$46,285.26
	Monthly	\$3,022.14	\$3,173.25	\$3,331.91	\$3,498.51	\$3,673.43	\$3,857.10
	Bi-Weekly	\$1,394.83	\$1,464.58	\$1,537.81	\$1,614.70	\$1,659.43	\$1,780.20
	Hourly	\$17.4354	\$18.3072	\$19.2226	\$20.1837	\$21.1929	\$22.2525
24	Secretary Human Resources Generalist						
	Annually	\$38,079.00	\$39,982.95	\$41,982.09	\$44,081.20	\$46,285.26	\$48,599.52
	Monthly	\$3,173.25	\$3,331.91	\$3,498.51	\$3,673.43	\$3,857.10	\$4,049.96
	Bi-Weekly	\$1,464.58	\$1,537.81	\$1,614.70	\$1,659.43	\$1,780.20	\$1,869.21
	Hourly	\$18.3072	\$19.2226	\$20.1837	\$21.1929	\$22.2525	\$23.3652
25							
	Annually	\$39,982.95	\$41,982.09	\$44,081.20	\$46,285.26	\$48,599.52	\$51,029.50
	Monthly	\$3,331.91	\$3,498.51	\$3,673.43	\$3,857.10	\$4,049.96	\$4,252.46
	Bi-Weekly	\$1,537.81	\$1,614.70	\$1,659.43	\$1,780.20	\$1,869.21	\$1,962.67
	Hourly	\$19.2226	\$20.1837	\$21.1929	\$22.2525	\$23.3652	\$24.5334
26	Accounting Technician Human Resources Analyst Administrative Assistant Animal Control Officer III						
	Annually	\$41,982.09	\$44,081.20	\$46,285.26	\$48,599.52	\$51,029.50	\$53,580.97
	Monthly	\$3,498.51	\$3,673.43	\$3,857.10	\$4,049.96	\$4,252.46	\$4,465.08
	Bi-Weekly	\$1,614.70	\$1,659.43	\$1,780.20	\$1,869.21	\$1,962.67	\$2,060.81
	Hourly	\$20.1837	\$21.1929	\$22.2525	\$23.3652	\$24.5334	\$25.7601

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
27							
	Annually	\$44,081.20	\$46,285.26	\$48,599.52	\$51,029.50	\$53,580.97	\$56,260.02
	Monthly	\$3,673.43	\$3,857.10	\$4,049.96	\$4,252.46	\$4,465.08	\$4,688.33
	Bi-Weekly	\$1,659.43	\$1,780.20	\$1,869.21	\$1,962.67	\$2,060.81	\$2,163.85
	Hourly	\$21.1929	\$22.2525	\$23.3652	\$24.5334	\$25.7601	\$27.0481
28	Senior Administrative Analyst Financial Services Supervisor Economic Development Coordinator Junior Accountant						
	Annually	\$46,285.26	\$48,599.52	\$51,029.50	\$53,580.97	\$56,260.02	\$59,073.02
	Monthly	\$3,857.10	\$4,049.96	\$4,252.46	\$4,465.08	\$4,688.33	\$4,922.75
	Bi-Weekly	\$1,780.20	\$1,869.21	\$1,962.67	\$2,060.81	\$2,163.85	\$2,272.04
	Hourly	\$22.2525	\$23.3652	\$24.5334	\$25.7601	\$27.0481	\$28.4005
29							
	Annually	\$48,599.52	\$51,029.50	\$53,580.97	\$56,260.02	\$59,073.02	\$62,026.67

	Monthly	\$4,049.96	\$4,252.46	\$4,465.08	\$4,688.33	\$4,922.75	\$5,168.89
	Bi-Weekly	\$1,869.21	\$1,962.67	\$2,060.81	\$2,163.85	\$2,272.04	\$2,385.64
	Hourly	\$23.3652	\$24.5334	\$25.7601	\$27.0481	\$28.4005	\$29.8205
30							
	Annually	\$51,029.50	\$53,580.97	\$56,260.02	\$59,073.02	\$62,026.67	\$65,128.00
	Monthly	\$4,252.46	\$4,465.08	\$4,688.33	\$4,922.75	\$5,168.89	\$5,427.33
	Bi-Weekly	\$1,962.67	\$2,060.81	\$2,163.85	\$2,272.04	\$2,385.64	\$2,504.92
	Hourly	\$24.5334	\$25.7601	\$27.0481	\$28.4005	\$29.8205	\$31.3115
31							
	Annually	\$53,580.97	\$56,260.02	\$59,073.02	\$62,026.67	\$65,128.00	\$68,384.40
	Monthly	\$4,465.08	\$4,688.33	\$4,922.75	\$5,168.89	\$5,427.33	\$5,698.70
	Bi-Weekly	\$2,060.81	\$2,163.85	\$2,272.04	\$2,385.64	\$2,504.92	\$2,630.17
	Hourly	\$25.7601	\$27.0481	\$28.4005	\$29.8205	\$31.3115	\$32.8771
32	Assistant Field Services Manager						
	Annually	\$56,260.02	\$59,073.02	\$62,026.67	\$65,128.00	\$68,384.40	\$71,803.63
	Monthly	\$4,688.33	\$4,922.75	\$5,168.89	\$5,427.33	\$5,698.70	\$5,983.64
	Bi-Weekly	\$2,163.85	\$2,272.04	\$2,385.64	\$2,504.92	\$2,630.17	\$2,761.68
	Hourly	\$27.0481	\$28.4005	\$29.8205	\$31.3115	\$32.8771	\$34.5210

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
33	Operations Superintendent Assistant to the City Manager/City Clerk Utilities Supervisor Public Works Supervisor Accountant						
	Annually	\$59,073.02	\$62,026.67	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81
	Monthly	\$4,922.75	\$5,168.89	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82
	Bi-Weekly	\$2,272.04	\$2,385.64	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76
	Hourly	\$28.4005	\$29.8205	\$31.3115	\$32.8771	\$34.5210	\$36.2470
34	Police Lieutenant						
	Annually	\$62,026.67	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81	\$79,163.50
	Monthly	\$5,168.89	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82	\$6,596.96
	Bi-Weekly	\$2,385.64	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76	\$3,044.75
	Hourly	\$29.8205	\$31.3115	\$32.8771	\$34.5210	\$36.2470	\$38.0594
35	Police Commander						
	Annually	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81	\$79,163.50	\$83,121.67
	Monthly	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82	\$6,596.96	\$6,926.81
	Bi-Weekly	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76	\$3,044.75	\$3,196.99
	Hourly	\$31.3115	\$32.8771	\$34.5210	\$36.2470	\$38.0594	\$39.9623

36							
	Annually	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81	\$79,163.50	\$83,121.67
	Monthly	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82	\$6,596.96	\$6,926.81
	Bi-Weekly	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76	\$3,044.75	\$3,196.99
	Hourly	\$31.3115	\$32.8771	\$34.5210	\$36.2470	\$38.0594	\$39.9623

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

Subject: Adopt Resolution No. 3914 Establishing the General Pay Scale
Meeting Date: Thursday, September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends adopting Resolution 3914

II. BACKGROUND:

III. DISCUSSION:

This item establishes the General Pay Scale for General Employees.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
▣ RESO#3914_Establishing_the_General_Pay_Scale_Effective_Sept_5__2019_090519.pdf	Resolution No. 3914
▣ General_Pay_Scale_9-5-19.docx	General Pay Scale

RESOLUTION NO. 3914

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
APPROVING THE ESTABLISHMENT OF A CITY OF COALINGA
GENERAL PAY SCALE**

WHEREAS, the governing body of the City of Coalinga is authorized to prepare, install, revise and maintain a position classification and compensation plan covering all positions in the competitive service;

NOW, THEREFORE, BE IT RESOLVED,

- I. That the City Council of the City of Coalinga hereby established pay scales for all employees in all classifications of employment described on the General Pay Scale to be effective September 5, 2019.

The foregoing resolution was approved and adopted at a meeting of the City Council of the City of Coalinga held on the **5th day of September, 2019**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk

City of Coalinga General Pay Scale

Effective: September 5, 2019

Approved: September 5, 2019

Revised: September 5, 2019

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
17	Groundskeeper Office Assistant Bus Driver						
	Annually	\$27,062.03	\$28,415.13	\$29,835.89	\$31,327.68	\$32,894.07	\$34,538.77
	Monthly	\$2,255.17	\$2,367.93	\$2,486.32	\$2,610.64	\$2,741.17	\$2,878.23
	Bi-Weekly	\$1,040.85	\$1,092.89	\$1,147.53	\$1,204.91	\$1,265.16	\$1,328.41
	Hourly	\$13.0106	\$13.6611	\$14.3442	\$15.0614	\$15.8145	\$16.6052
18	Custodian Lead Bus Driver						
	Annually	\$28,415.13	\$29,835.89	\$31,327.68	\$32,894.07	\$34,538.77	\$36,265.71
	Monthly	\$2,367.93	\$2,486.32	\$2,610.64	\$2,741.17	\$2,878.23	\$3,022.14
	Bi-Weekly	\$1,092.89	\$1,147.53	\$1,204.91	\$1,265.16	\$1,328.41	\$1,394.83
	Hourly	\$13.6611	\$14.3442	\$15.0614	\$15.8145	\$16.6052	\$17.4354
19	Maintenance Worker I (Street Sweeper)						
	Annually	\$29,835.89	\$31,327.68	\$32,894.07	\$34,538.77	\$36,265.71	\$38,079.00
	Monthly	\$2,486.32	\$2,610.64	\$2,741.17	\$2,878.23	\$3,022.14	\$3,173.25
	Bi-Weekly	\$1,147.53	\$1,204.91	\$1,265.16	\$1,328.41	\$1,394.83	\$1,464.58
	Hourly	\$14.3442	\$15.0614	\$15.8145	\$16.6052	\$17.4354	\$18.3072
20	Account Clerk I Maintenance Worker I						
	Annually	\$31,327.68	\$32,894.07	\$34,538.77	\$36,265.71	\$38,079.00	\$39,982.95
	Monthly	\$2,610.64	\$2,741.17	\$2,878.23	\$3,022.14	\$3,173.25	\$3,331.91
	Bi-Weekly	\$1,204.91	\$1,265.16	\$1,328.41	\$1,394.83	\$1,464.58	\$1,537.81
	Hourly	\$15.0614	\$15.8145	\$16.6052	\$17.4354	\$18.3072	\$19.2226

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
21							
	Annually	\$32,894.07	\$34,538.77	\$36,265.71	\$38,079.00	\$39,982.95	\$41,982.09
	Monthly	\$2,741.17	\$2,878.23	\$3,022.14	\$3,173.25	\$3,331.91	\$3,498.51
	Bi-Weekly	\$1,265.16	\$1,328.41	\$1,394.83	\$1,464.58	\$1,537.81	\$1,614.70
	Hourly	\$15.8145	\$16.6052	\$17.4354	\$18.3072	\$19.2226	\$20.1837
22	Account Clerk II Maintenance Worker II Code Enforcement Officer Community Development Assistant						
	Annually	\$34,538.77	\$36,265.71	\$38,079.00	\$39,982.95	\$41,982.09	\$44,081.20

	Monthly	\$2,878.23	\$3,022.14	\$3,173.25	\$3,331.91	\$3,498.51	\$3,673.43
	Bi-Weekly	\$1,328.41	\$1,394.83	\$1,464.58	\$1,537.81	\$1,614.70	\$1,659.43
	Hourly	\$16.6052	\$17.4354	\$18.3072	\$19.2226	\$20.1837	\$21.1929
23	Water Operator Apprentice						
	Annually	\$36,265.71	\$38,079.00	\$39,982.95	\$41,982.09	\$44,081.20	\$46,285.26
	Monthly	\$3,022.14	\$3,173.25	\$3,331.91	\$3,498.51	\$3,673.43	\$3,857.10
	Bi-Weekly	\$1,394.83	\$1,464.58	\$1,537.81	\$1,614.70	\$1,659.43	\$1,780.20
	Hourly	\$17.4354	\$18.3072	\$19.2226	\$20.1837	\$21.1929	\$22.2525
24	Equipment Mechanic Account Clerk III						
	Annually	\$38,079.00	\$39,982.95	\$41,982.09	\$44,081.20	\$46,285.26	\$48,599.52
	Monthly	\$3,173.25	\$3,331.91	\$3,498.51	\$3,673.43	\$3,857.10	\$4,049.96
	Bi-Weekly	\$1,464.58	\$1,537.81	\$1,614.70	\$1,659.43	\$1,780.20	\$1,869.21
	Hourly	\$18.3072	\$19.2226	\$20.1837	\$21.1929	\$22.2525	\$23.3652
25	Water Operator I						
	Annually	\$39,982.95	\$41,982.09	\$44,081.20	\$46,285.26	\$48,599.52	\$51,029.50
	Monthly	\$3,331.91	\$3,498.51	\$3,673.43	\$3,857.10	\$4,049.96	\$4,252.46
	Bi-Weekly	\$1,537.81	\$1,614.70	\$1,659.43	\$1,780.20	\$1,869.21	\$1,962.67
	Hourly	\$19.2226	\$20.1837	\$21.1929	\$22.2525	\$23.3652	\$24.5334
26	Accounting Technician Public Utilities Coordinator						
	Annually	\$41,982.09	\$44,081.20	\$46,285.26	\$48,599.52	\$51,029.50	\$53,580.97
	Monthly	\$3,498.51	\$3,673.43	\$3,857.10	\$4,049.96	\$4,252.46	\$4,465.08
	Bi-Weekly	\$1,614.70	\$1,659.43	\$1,780.20	\$1,869.21	\$1,962.67	\$2,060.81
	Hourly	\$20.1837	\$21.1929	\$22.2525	\$23.3652	\$24.5334	\$25.7601

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
27	Water Operator II						
	Annually	\$44,081.20	\$46,285.26	\$48,599.52	\$51,029.50	\$53,580.97	\$56,260.02
	Monthly	\$3,673.43	\$3,857.10	\$4,049.96	\$4,252.46	\$4,465.08	\$4,688.33
	Bi-Weekly	\$1,659.43	\$1,780.20	\$1,869.21	\$1,962.67	\$2,060.81	\$2,163.85
	Hourly	\$21.1929	\$22.2525	\$23.3652	\$24.5334	\$25.7601	\$27.0481
28	Assistant Engineer						
	Annually	\$46,285.26	\$48,599.52	\$51,029.50	\$53,580.97	\$56,260.02	\$59,073.02
	Monthly	\$3,857.10	\$4,049.96	\$4,252.46	\$4,465.08	\$4,688.33	\$4,922.75
	Bi-Weekly	\$1,780.20	\$1,869.21	\$1,962.67	\$2,060.81	\$2,163.85	\$2,272.04
	Hourly	\$22.2525	\$23.3652	\$24.5334	\$25.7601	\$27.0481	\$28.4005
29	Water Operator III						
	Annually	\$48,599.52	\$51,029.50	\$53,580.97	\$56,260.02	\$59,073.02	\$62,026.67
	Monthly	\$4,049.96	\$4,252.46	\$4,465.08	\$4,688.33	\$4,922.75	\$5,168.89
	Bi-Weekly	\$1,869.21	\$1,962.67	\$2,060.81	\$2,163.85	\$2,272.04	\$2,385.64
	Hourly	\$23.3652	\$24.5334	\$25.7601	\$27.0481	\$28.4005	\$29.8205

30							
	Annually	\$51,029.50	\$53,580.97	\$56,260.02	\$59,073.02	\$62,026.67	\$65,128.00
	Monthly	\$4,252.46	\$4,465.08	\$4,688.33	\$4,922.75	\$5,168.89	\$5,427.33
	Bi-Weekly	\$1,962.67	\$2,060.81	\$2,163.85	\$2,272.04	\$2,385.64	\$2,504.92
	Hourly	\$24.5334	\$25.7601	\$27.0481	\$28.4005	\$29.8205	\$31.3115
31	Water Operator IV						
	Annually	\$53,580.97	\$56,260.02	\$59,073.02	\$62,026.67	\$65,128.00	\$68,384.40
	Monthly	\$4,465.08	\$4,688.33	\$4,922.75	\$5,168.89	\$5,427.33	\$5,698.70
	Bi-Weekly	\$2,060.81	\$2,163.85	\$2,272.04	\$2,385.64	\$2,504.92	\$2,630.17
	Hourly	\$25.7601	\$27.0481	\$28.4005	\$29.8205	\$31.3115	\$32.8771
32							
	Annually	\$56,260.02	\$59,073.02	\$62,026.67	\$65,128.00	\$68,384.40	\$71,803.63
	Monthly	\$4,688.33	\$4,922.75	\$5,168.89	\$5,427.33	\$5,698.70	\$5,983.64
	Bi-Weekly	\$2,163.85	\$2,272.04	\$2,385.64	\$2,504.92	\$2,630.17	\$2,761.68
	Hourly	\$27.0481	\$28.4005	\$29.8205	\$31.3115	\$32.8771	\$34.5210

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
33							
	Annually	\$59,073.02	\$62,026.67	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81
	Monthly	\$4,922.75	\$5,168.89	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82
	Bi-Weekly	\$2,272.04	\$2,385.64	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76
	Hourly	\$28.4005	\$29.8205	\$31.3115	\$32.8771	\$34.5210	\$36.2470
34							
	Annually	\$62,026.67	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81	\$79,163.50
	Monthly	\$5,168.89	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82	\$6,596.96
	Bi-Weekly	\$2,385.64	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76	\$3,044.75
	Hourly	\$29.8205	\$31.3115	\$32.8771	\$34.5210	\$36.2470	\$38.0594
35							
	Annually	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81	\$79,163.50	\$83,121.67
	Monthly	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82	\$6,596.96	\$6,926.81
	Bi-Weekly	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76	\$3,044.75	\$3,196.99
	Hourly	\$31.3115	\$32.8771	\$34.5210	\$36.2470	\$38.0594	\$39.9623
36							
	Annually	\$65,128.00	\$68,384.40	\$71,803.63	\$75,393.81	\$79,163.50	\$83,121.67
	Monthly	\$5,427.33	\$5,698.70	\$5,983.64	\$6,282.82	\$6,596.96	\$6,926.81
	Bi-Weekly	\$2,504.92	\$2,630.17	\$2,761.68	\$2,899.76	\$3,044.75	\$3,196.99
	Hourly	\$31.3115	\$32.8771	\$34.5210	\$36.2470	\$38.0594	\$39.9623

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

Subject: Adopt Resolution No. 3915 Authorizing City Manager to Amend General Job Descriptions
Meeting Date: Thursday, September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends adopting Resolution 3915.

II. BACKGROUND:

This Resolution authorizes the City Manager to amend the General Job Descriptions to reflect a Pay Scale assigned to the General Pay Scale rather than the Basic Pay Scale.

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

None

ATTACHMENTS:

	File Name	Description
□	Resolution_General_Job_Description.doc	Resolution No. 3915

RESOLUTION NO. 3915

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
GENERAL JOB DESCRIPTIONS**

WHEREAS, the City Manager and her staff have presented the City Council with a General Pay Scale; and

WHEREAS, the Job Descriptions associated with General Employees were previously assigned to the Basic Pay Scale; and

WHEREAS, the City Council has determined to authorize the City Manager to change the Pay Scale on the General Job Descriptions from Basic to General.

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

1. The City Manager and her designees are authorized to implement and carry out the provisions of the General Job Descriptions.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 5 day of September, 2019, 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: Approve Memorandum of Understanding between Service Employees International Union Local 521 and City of Coalinga
Meeting Date: Thursday, September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends approval

II. BACKGROUND:

III. DISCUSSION:

MOU attached

IV. ALTERNATIVES:

V. FISCAL IMPACT:

Approximately \$180,000 spread over a three year period. Approximately \$8,000 of that comes from the City's General Fund. The rest comes from the various enterprise funds.

ATTACHMENTS:

File Name	Description
 SEIU_MOU_2019-2022_090519.pdf	MOU

Service Employees International Union CTW-CLC Local 521

Memorandum of Understanding

July 1, 2019 through June 3, 2022

City of Coalinga

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PREAMBLE

This Memorandum of Understand (MOU) is made and entered into for the term of July 1, 2019 through June 30, 2022, by and between the City of Coalinga, hereinafter referred to as the “City”, and Service Employees International Union Local 521, hereinafter referred to as the “Union”, the exclusively recognized employee organization representing the employees in the general employee bargaining unit.

ARTICLE I - INTENT AND PURPOSE

SECTION 1.01 PURPOSE:

The purpose of this M.O.U. is to enhance communications and further the spirit of good will that exists between the Union, its members, and the City. It is further intended to formalize and record agreement on terms and conditions of employment for represented employees, and on certain rights of the parties in their on-going employment relationship.

ARTICLE II – FULL UNDERSTANDING

SECTION 2.01 FULL UNDERSTANDING:

The Union and the City agree that during the negotiations which resulted in the M.O.U., each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on the terms and conditions of employment specifically addressed herein.

SECTION 2.02 PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no changes in wages, hours, or working conditions as a result of entering into this MOU, and all rights, privileges, benefits, and terms and conditions of employment as of the date of this agreement, which are not specifically set forth, shall remain in full force and effect unless changed by mutual consent. All issues not superficially addressed in the MOU will be addressed within the next five (5) years.

ARTICLE III – RECOGNITION AND NON-DISCRIMINATION

SECTION 3.01 RECOGNITION:

The City hereby recognizes the Union as exclusive representative of employees within the job classifications covered by this M.O.U., subject to an Individual employee’s right to self-representation as provided by Government Code Section 3502.

SECTION 3.02 NON-DISCRIMINATION:

The City and the Union agree that there will be no discrimination against any employee because of race, religious creed, color, sex, national origin, age, marital status, medical condition, sexual orientation, physical or mental disability or any other basis protected by federal, state, or local law or ordinance or regulation.

SECTION 3.03 UNION AFFILIATION:

The City and the Union agree to protect the rights of all employees to exercise their free choice to join or refrain from joining the Union.

SECTION 3.04 PARTICIPATION IN UNION ACTIVITIES:

The City agrees not to intimidate any employee or attempt to restrain any employee or in any way limit the full and free expression of any employee's right to participate in the Union's lawful activities.

SECTION 3.05 DUES DEDUCTION:

- A. The City shall deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee on Political Education (COPE) authorized by the employee. The City shall honor membership and voluntary political deductions authorization card the Union has supplied to the employee. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.
- B. Deductions for dues and voluntary contributions to COPE shall start the pay period after employer receives notification of the authorization. The employer shall transmit such payments to the union through electronic funds transfer no later than thirty (30) days after the deductions from the employee's earnings occur.
- C. Requests to authorize dues and/or COPE shall be directed to the Union rather than the City. Requests to revoke or change the authorization shall also be directed to the Union rather than the City. The City shall rely on the Union's explanations in a certified list, submitted by the representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee.

The Union shall not provide the employer a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

Deductions shall be made only once each pay period.

SECTION 3.06 UNION RELEASE TIME:**SB 1085 Section 3558.8**

(a) A public employer shall grant to public employees, upon request of the exclusive representative of that employee, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative, or of any statewide or national employee organization with which the exclusive representative is affiliated. Leave may be granted on a full-time, part-time, periodic, or intermittent basis.

(b) Procedures for requesting and granting leave shall be determined by mutual agreement between the employer and exclusive representative. The exclusive representative or employee organization shall reimburse the public employer for all compensation paid to the employee on leave unless otherwise provided by a collective bargaining agreement or memorandum of

understanding. Reimbursement by the exclusive representative or employee organization shall be made on or before 30 days after receipt of the public employer's certification of payment of compensation to the employee.

(c) At the conclusion or termination of leave granted under this section, the steward or representative shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.

(d) The exclusive representative has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason.

(e) Compensation during leave granted under this section shall include retirement fund contributions required of the public employer as an employer. The employee shall earn full service credit during the leave of absence and shall pay his or her member contributions unless the employer has agreed in a memorandum of understanding or collective bargaining agreement to pay the contributions on the employee's behalf.

(f) A public employer shall not be liable for an act or omission of, or an injury suffered by, an employee of the public employer if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the exclusive representative or affiliated employee organization. If a public employer is held liable for such an act, omission, or injury, the exclusive representative or affiliated employee organization shall indemnify and hold harmless the public employer.

(g) The leave provided under this section shall be in addition to any leave to which public employees may be entitled by other laws or by a memorandum of understanding or collective bargaining agreement.

(h) This section shall not serve to invalidate any provision of a memorandum of understanding or collective bargaining agreement in effect on the effective date of this section. At the request of the exclusive representative, a memorandum of understanding or collective bargaining agreement shall be reopened for negotiations to reach a mutual agreement concerning the grant of leave pursuant to this section.

(i) For purposes of this section:

(1) "Public employer" means, in addition to the entities described in subdivision (a) of Section 3555.5, both of the following:

(A) An employer subject to Chapter 10.4 (commencing with Section 3524.50).

(B) A public employer that employs public transit workers, the labor relations of which are regulated by provisions in the Public Utilities Code, and are not subject to the jurisdiction of the Public Employment Relations Board. Notwithstanding subdivision (c) of Section 3555.5, the

Public Employment Relations Board shall not have jurisdiction to enforce this section with respect to such public transit workers.

(2) "Steward" means any employee designated by the exclusive representative as a representative for unit employees, whether for the unit as a whole or at a particular site, department, or other division of the employer's operations, regardless of whether the employee is referred to by the exclusive representative as a steward or by a different title.

ARTICLE IV – AUTHORIZED REPRESENTATIVES

SECTION 4.01 AUTHORIZED REPRESENTATIVES:

For purposes of administering the terms and provision of the various ordinances, resolutions, rules, and regulations adopted with this MOU: City's principal authorized agent shall be the City Manager or his/her duly authorized representative the Union's principal authorized agent shall be the person formally designated by the Union to handle representation of employees in the bargaining unit. The bargaining unit shall have an elected President and three (3) committee persons to assist in representation efforts. To assure clarity, the parties agree to communicate with each other in writing to identify and designate the current principal authorize agent.

SECTION 4.02 TIME OFF FOR REPRESENTATIVES:

The City will allow reasonable time off from work, with pay, for the Union's representatives to attend meetings for the purpose of negotiating a successor agreement, processing grievances pursuant to the City's grievance procedure, and presenting Union members in internal discipline matters. When such time is to be taken, the appropriate City Department Head must be notified in advance, and when the representatives may not be released, meetings may be rescheduled to accommodate the needs of the City Department.

ARTICLE V – HOURS AND WORKING CONDITIONS

SECTION 5.01 HOLIDAYS:

The City agrees to the following twelve (12) holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving
President's Day	The day after Thanksgiving
Memorial Day	Christmas Eve
Fourth of July	Christmas
Labor Day	One (1) floating holiday

When a holiday falls on a Saturday, the preceding Friday will be observed; and, when a holiday falls on a Sunday, the following Monday will be observed.

Employees regularly scheduled to work on a holiday will receive holiday pay in addition to their regular pay. Holiday pay is defined as one and one half times (1 ½) the employee's regular

hourly rate for each normally scheduled shift hour (i.e. 8, 9, 10, 12, etc.) worked on a holiday. An employee that is not regularly scheduled to work on a holiday and who gets called back to work will receive holiday pay in lieu of overtime pay for the hours actually worked.

SECTION 5.02 BEREAVEMENT LEAVE:

It is agreed that bereavement leave is provided employees who experience a death in the immediate family. Immediate family means: spouse, children, step-children, parents, step-parents, grandparents, brothers, sisters, and parents-in-law or any other family member approved by the Department Head. Employees are provided up to three (3) days leave if the death occurs in California and up to five (5) days leave if out-of-state.

SECTION 5.03 STAND-BY PAY:

The City agrees to provide stand-by at time and one-half (1 ½) pay for employees presented by the bargaining unit as follows:

- A. Two (2) hours for each weekday (Monday through Friday) unless on a 4/10 work schedule at which time Friday would be paid as four (4) hours;
- B. Five (5) hours for each Saturday;
- C. Four (4) hours for each Sunday and holiday when an employee is scheduled for such duty.

SECTION 5.04 CALLBACK PAY:

Employees called back to work by the Department Head or his/her designee to assist standby employees in emergency situations shall be paid at the rate of time-and-one-half (1 ½) for a minimum of two (2) hours. This provision shall not apply to employees receiving stand-by pay at the time of such emergency situations.

SECTION 5.05 LABOR / MANAGEMENT COMMITTEE:

It is agreed that it is important to, and the responsibility of, both the City and the bargaining unit employees to communicate; and, therefore, a committee composed of three (3) bargaining unit employees selected by the Union and three (3) management/designees selected by the City will be formed to share information and to discuss concerns. The committee will meet at times mutually agreeable.

SECTION 5.06 SAFETY COMMITTEE:

The Union shall have a right to participate on any safety committee created to deal with the safety of represented employees. The Union shall appoint a representative, whose tenure on the committee shall be determined by the Union.

SECTION 5.07 ALTERNATIVE WORK SCHEDULES:

The parties agree to an alternative "4/10" work schedule for employees working in City Hall and for employees in the Public Works Department. This alternative work schedule consists of working ten (10) hour days Monday through Thursday of each week.

City Hall will be closed on Fridays and operational hours of City Hall will be Monday through Thursday from 7:30 a.m. to 5:30 p.m.

City Hall employees may request to begin work at 7:00 a.m. or 7:30 a.m. and may request to take a thirty (30) minute lunch or a one (1) hour lunch. Their end time will depend on the time they begin work and the duration of their lunch for a total of ten (10) hours per day. Requests will be granted by Management so long as there is adequate coverage for the duration of the operational hours.

Public Works employees will begin work at 6:00 a.m. and end work at 4:30 p.m. They will have a thirty (30) minute lunch.

Public Works employees could alternate from a 4/10 work schedule back to the 9/80 work schedule for the months of January through May when day light hours are shorter.

The alternative work schedule may be terminated at any time by either party. Termination of the schedule will require two (2) weeks written notice to the other party.

SECTION 5.08 CERTIFICATION:

The parties agree that the City will pay water and waste water certification and certificate maintenance fees for employees of the Public Works and Utilities departments, as required for the positions they hold.

The City will pay testing/examination fees up to one (1) time for Level I certification, up to two (2) times for Level II certification, up to three (3) times for Level III certification, and up to four (4) times for Level IV certification.

SECTION 5.09 NEW EMPLOYEE ORIENTATION:

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization.

The Parties acknowledge that the City provides a new employee orientation meeting ("orientation") to all new employees hired by the City but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting is attached to this Side Letter as Attachment A.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both City-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days that is critical to the County's operations and is not reasonably foreseeable.

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the City that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are City employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

Information Provided

The City will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the City has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the City is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the City may not initially be able to provide all of the information in the fields listed above in the initial digital files provided pursuant to this Side Letter but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the City (copy to the Union) to direct the City to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number

- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

SECTION 5.10 VEHICLE USE:

Policy: Employees assigned a vehicle are authorized to take home their assigned City vehicle if they reside within City limits.

Employees operating a City vehicle must observe all traffic rules, regulations, laws and courtesies.

The driver shall pay fines levied for violations for which the driver is directly responsible.

Employees shall report any moving and/or traffic violation(s) received while operating a City vehicle to their immediate supervisor and Department Head as soon as possible.

Employees shall report any changes to his/her driver's license status to his/her Department Head as soon as possible.

Any driver of a City vehicle shall have in his/her possession a valid California Driver's License of the proper license class, including endorsement(s) for the type(s) of vehicles being driven.

City equipment or tools shall not be left in plain sight inside of vehicles. Said equipment and/or tools shall be stored out of sight or locked in the trunk or other lockable compartment.

Keys shall not be left in unattended vehicles at any time, even when parked in a secured enclosures or on City property. City vehicles shall be locked when parked away from secured City of Coalinga parking areas.

Vehicles shall be kept clean inside/outside by the employee who is assigned to the vehicle.

If a City vehicle becomes inoperable, employees shall call City maintenance as soon as possible.

Every effort should be made to keep City vehicles in use by turning them over to other personnel during prolonged periods when the employee is on vacation or otherwise unable to use the vehicle.

All City vehicles shall be inspected in accordance with the Departmental Inspection Program on a quarterly basis.

Smoking is prohibited within twenty (20) feet of an open City vehicle. Smoking inside a City vehicle is also prohibited.

If involved in a vehicle accident in a City vehicle, employees are expected to follow the accident checklist:

1. Stop and render aid, if appropriate.
2. Take safety precautions to prevent further accidents at the scene.
3. Call 911 or non-emergency dispatch to report the accident.
4. Exchange insurance information with the other party.
5. Obtain witness information using the form in the vehicle glove compartment provided by PARSAC.
6. Complete a police report, if required.
7. Complete the accident report form in the vehicle glove compartment provided by PARSAC.
8. Call your supervisor.
9. Report to West Hills Medical Group for mandatory drug and alcohol testing.
10. Complete form SRI from the Department of Motor Vehicles regardless of fault if damage exceeds \$750
11. Do not make a statement of any kind to anyone other than your Department Head, Supervisor, PARSAC Claims Representative, or the Police.

Noncompliance with this policy may result in disciplinary action up to and including termination.

ARTICLE VI – WAGES

SECTION 6.01 WAGES:

The City and the Union agree to a new salary schedule (Attachment A) with placement of all employees on new ranges, which will result in salary increases and added opportunity for step advancement.

SECTION 6.02 SALARY ADJUSTMENTS:

The City agrees to the following salary adjustments for all employees covered by this agreement as reflected in Attachment A:

- A. Wage increase of 4.0% effective January 1, 2020.
- B. Wage increase of 4.0% effective January 1, 2021.
- C. Wage increase of 3.0% effective January 1, 2022.

SECTION 6.03 OUT-OF-CLASS PAY:

- 1. Employees temporarily assigned to work in a position within the bargaining unit which is paid at a higher pay range than the position they normally occupy will be compensated by receiving an additional 6.3% of pay or the pay of the A-step of the higher classification, whichever is greater.
- 2. Employees temporarily assigned to work in a position outside the bargaining unit (excluding Department Head positions) which is paid at a higher pay range than the position they normally occupy will be compensated by receiving pay equal to 50% of the difference between the employee's current rate of pay and the A-step of the higher position. While working in the higher classification, the employee will assume the FLSA status of the position, and if exempt, will not be eligible for standby pay, call-back pay, or overtime compensation.
- 3. The pay of employees temporarily assigned to work in a Department Head position will be set at the discretion of the City Manager, but in no event will pay be set lower than that provided in subsection 2, above. While working in the higher classification, the employee will assume FLSA status of the position and will not be eligible for standby pay, call-back pay, or overtime compensation.
- 4. Employees assigned to work in a position outside the bargaining unit as described in subsection 2 and 3 above, have the right to refuse such assignment.

SECTION 6.04 RETIREMENT:

- A. The City agrees to provide employees with CalPERS Defined Benefit and 457 Retirement plans.
- B. The parties agree that the City will contribute to a 2% at 55 Modified Defined Benefit Plan with 0% prior service with CalPERS for CalPERS Classic members and a comparable plan for PEPRA members.

The employees agree that they will cooperate with the City and CalPERS to effectuate this change in benefit providers. Employees become vested with CalPERS after five (5) years of service.

The CalPERS Defined Benefit Plan will be the exclusive retirement system for the employees though the benefit formula may be different based on Pension Reform requirements.

- C. IRS 457 Plan: The City will match 50% of an employee's contribution, i.e., the employee 2% and the City 1%, up to a maximum contribution by the City of 3%, i.e., the employee 6% and the City 3% of employee salary. Both the City and Employee contribution will be 100% vested, immediately.
- D. The City agrees to make contribution to employees' accounts in a timely manner and to provide employees with quarterly reports on the 457 accounts, detailing all account activity including dates and amounts of deposits and withdrawals.

SECTION 6.05 OVERTIME:

Overtime (calculated at 1 ½ times the regular rate of pay) will be paid for any time worked in excess of the regularly scheduled shift for all hours worked in excess of forty (40) in a seven (7) day work cycle or in excess of eighty (80) in a pay period for those employees working an alternative work schedule such as a "9/80" or "4/10." Paid leave time, with the exception of sick leave, will be considered as hours worked for the purposes of computing overtime eligibility.

SECTION 6.06 SALARY RATES AND STEP AND TIME INTERVALS FOR GENERAL EMPLOYEES:

The steps of each salary range will be interpreted and applied as follows based off of the Basic Employee Pay Scale:

- Step A - Payable during probationary period. The first step is the minimum rate and shall normally be the hiring rate for the class. If it is difficult to secure qualified personnel at the normal hiring rate, or a person of unusually high qualifications is available, the City Manager may hire at a higher step.
- Step B - Payable after one (1) year of service at Step A, successful completion of probation and upon recommendation of the department head and approval of the City Manager, based on demonstrated standard or above performance.
- Step C - Payable after one (1) year of service at Step B and upon recommendation of the department head and approval of the City Manager, based on demonstrated standard or above performance.
- Step D - Payable after one (1) year of service at Step C and upon recommendation of the department head and approval of the City Manager, based on demonstrated standard or above performance.
- Step E - Payable after one (1) year of service at Step D and upon recommendation of the department head and approval of the City Manager, based on demonstrated standard or above performance.

Step F - Payable after one (1) year of service at Step E and upon recommendation of the department head and approval of the City Manager, based on demonstrated standard or above performance.

An accelerated merit may be granted by the City Manager, based on a request of the department head, to reward employees who are exceptional in performance. Salary rates and/or advancement to a higher step will be based on merit through the performance evaluation.

SECTION 6.07 LONGEVITY PAY:

- A. Beginning the pay period following the tenth (10th) anniversary date of service to the City, an employee shall be entitled to longevity pay of one and one half percent (1.5%) above base pay.
- B. Beginning the pay period following the fifteenth (15th) anniversary date of service to the City, an employee shall be entitled to longevity pay of an additional one and one half percent (1.5%) above base pay.
- C. Beginning the pay period following the twentieth (20th) anniversary date of service to the City, an employee shall be entitled to longevity pay of an additional one and one half (1.5%) above base pay.
- D. Longevity pay only applies if the employee has had no safety violations or formal disciplinary actions in the most recent twelve (12) month period immediately preceding the pay and an overall rating of competent on the most recent performance evaluation.

SECTION 6.08 AUTOMATIC RECLASSIFICATION:

CLASSIFICATIONS:

- A. Maintenance Worker I, II & III
- B. Water Operator Apprentice I, II, & III
- C. Account Clerk I, II & III

Allow for reclassification to next level as requirements are met.

SECTION 6.09 EDUCATION INCENTIVE/TUITION ASSISTANCE REIMBURSEMENT:

- A. 1.5% for AA/AS Associate of Arts or Associate of Science (two-year) degree from an accredited college; or
- B. 3% for BA/BS Bachelor of Arts or a Bachelor of Science (four-year) degree from an accredited college.

SECTION 6.10 COMPENSATORY TIME PAY FOR OVERTIME WORKED

The parties agree that City Management shall retain the right to decide whether pay for overtime worked will be in cash or compensatory time off.

While employees may retain and utilize compensatory time presently earned and recorded, future compensatory time must be used during the fiscal year or it will be paid off, with a zero balance beginning each new fiscal year. The employer agrees that management will work with employees so that whenever possible, compensatory time off will be approved to meet the requests and needs of employees.

SECTION 6.11 CHIEF OPERATOR INCENTIVE:

Chief Plant Operator of Wastewater Incentive: The Water Operator assigned to fill the role of Chief Plant Operator of Wastewater by his/her Department head shall receive an incentive of 5% above his/her base pay for the duration of serving in this role.

Chief Distribution Operator Incentive: The Maintenance Worker assigned to fill the role of Chief Distribution Operator by his/her Department Head shall receive an incentive of 5% above his/her base pay for the duration of serving in this role.

ARTICLE VII – VACATION AND SICK LEAVE**SECTION 7.01 SICK LEAVE ACCRUAL BENEFITS:**

Effective July 1, 2006, employees with over 192 hours of accrued sick leave may convert the maximum sick leave hours over 192 hours needed to pay their annual premiums for dependent health care, or additional life insurance purchased through the City or AFLAC voluntary benefits. Or employees with over one-hundred-ninety-two (192) hours of accrued sick leave may convert not more than the maximum annual contribution regulations established by the Internal Revenue Service. With respect to a deferred compensation conversion, employees who qualify must notify the Financial Services Department of their decision to convert sick leave by December 1 and conversion shall take place by December 15.

SECTION 7.02 NO ADDITIONAL SICK LEAVE ACCRUAL:

Employees accrue twelve (12) working days a year of sick leave with pay, one (1) day each month on a bi-weekly basis. Unused sick days may be carried forward from year to year with no additional accrual beyond one hundred (100) accumulated sick days, eight-hundred (800) hours, effective July 1, 1996. Employees will be allowed to use their annual accrued sick days for family illness, injury or appointments. Emergency family illness or injury is defined as illness or injury within the immediate family (parent and children) which could not have been reasonably foreseen or scheduled and which requires attention of the employee.

SECTION 7.03 CONVERSION OF SICK LEAVE:

Sick leave may be converted by members of the bargaining unit as follows:

1. Employees who have completed five (5) years with the City are eligible to convert accumulated sick leave hours for payment.
2. Employees must always maintain a minimum bank of 320 hours of sick leave on December 1st, following the qualifying period, with hours above this figure eligible for conversion.
3. If an employee used eight (8) or fewer hours of sick leave during all complete pay periods with an ending date that is included in the preceding twelve (12) month fiscal year (July- June) period prior to conversion, the employee may convert sixteen (16) hour of sick leave for payment. If an employee used sixteen (16) or fewer hours, but more than eight (8) hours of sick leave during the identified twelve (12) month period, the employee may convert eight (8) hours of sick leave for payment.

4. Employees who qualify must notify the Personnel Department of their decision to redeem such sick leave by December 1 and shall receive payment by December 24.

SECTION 7.04 MAXIMUM SICK LEAVE PAYOUT:

Employees, who have more than 100 days accumulated sick leave as of the adoption of this MOU, will have their sick leave balances frozen.

SECTION 7.05 SICK LEAVE COMPENSATION:

Employees who leave City service in good standing and who have completed ten (10) consecutive years of employment shall be paid for 25% of accumulated sick leave up to a maximum of 160 hours at their then current hourly rate.

SECTION 7.06 VACATION SELL-BACK:

Employees with a minimum of two hundred (200) hours of accumulated vacation at the beginning of the calendar year may elect to sell back up to eight (80) hours of vacation time at the then current hourly rate. In order to be eligible, in addition to the minimum hour requirement, employees must take, or have requested and be approved to take, without cancellation by the employee, at least forty (40) hours of vacation time off from work during the same calendar year. Employees may initiate the process once per year of eight (80) hours at their discretion and shall receive the pay within two (2) pay periods. No more than eight (80) hours may be sold back by any employee during one (1) calendar year.

SECTION 7.07 VACATION ACCRUAL:

It is agreed between the parties that employees in the bargaining unit will receive the following vacation:

Years of Service	Amount	
	Hours	Weeks
0 through 2	80	2
3 through 4	120	3
5 through 9	160	4
10 through 20	200	5
21 plus	240	6

Vacation leave will accrue on a bi-weekly basis.

ARTICLE VIII – HEALTH AND WELFARE

SECTION 8.01 HEALTH AND LIFE INSURANCE COMMITTEE:

With the exception of “share of cost,” for the term of this Agreement, the Union agrees to waive its right to negotiate with the City over Insurance related issues, in consideration of the Insurance Committee’s jurisdiction and responsibility. The Committee is expected to meet periodically to review the City’s sponsored insurance plans and alternative options.

The parties agree that the Committee shall be composed of two (2) members from each of the three (3) bargaining units and two (2) members from the non-represented group of City employees. Committee

members are to be selected by the employees in the affected unit or group, and will be responsible to represent the interests of those employees. Though there will be two (2) members from each unit or group, there will only be one (1) vote, for a total of four (4) votes. In the event of a tie vote, the issue shall go to the City Manager for his recommendation for adoption by the City Council.

The Personnel Officer will prepare and recommend guidelines for the Committee and its activity, to be submitted for consideration by the Committee, no later than August 31, 2009.

SECTION 8.02 DEPENDENT HEALTH INSURANCE:

Effective July 2000, the employee will pay 35% of dependent health insurance premium.

SECTION 8.03 FLEXIBLE SPENDING ACCOUNT FOR UN-REIMBURSED MEDICAL AND DEPENDENT CARE EXPSES:

It is agreed that the City shall raise the limits of the flexible spending account for UN-REIMBURSED medical expenses to one-thousand-five-hundred dollars (\$1,500) per year beginning January 1, 1995. Additionally, the City shall raise the limits of dependent care expenses to five-thousand dollars (\$5,000) per year filing jointly or twenty-five-hundred dollars (\$2,500) per year for filing married/separate or head of household beginning January 1, 1995.

ARTICLE IX – UNIFORMS

SECTION 9.01 UNIFORM ALLOWANCES:

The City agrees to provide both shirts and/or pants for the field employees required to wear uniforms by the City at the City's expense.

SECTION 9.02 BOOT ALLOWANCE:

Once each fiscal year, the City will reimburse Public Works, Utilities and custodial employees, up to \$200 or the cost of the steel toed boots, whichever is less, upon proof of purchase.

ARTICLE X – CITY RIGHTS

SECTION 10.01 CITY RIGHTS:

Except as otherwise provided in this Agreement or by law, the City has and retains the sole and exclusive rights and functions of management, including but not limited to the following:

1. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
2. To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
3. To schedule working hours and assign work,
4. To establish, modify, or change work schedules or standards.
5. To direct the working forces, including the right to hire, assign, promote, demote or transfer any employees.
6. To determine the location of all plants and facilities.
7. To determine the layout of machinery, equipment or materials to be used.
8. To determine processes, techniques, methods, and means of all operations; including changes or adjustments of any machinery or equipment.

9. To determine the size and composition of the workforce.
10. To determine the policy and procedures affecting the selection or training of an employee.
11. To establish, assess, and implement employee performance standards, including, but not limited to quality and quantity standards, the assessment of employee performance, and the procedures for said assessment.
12. To control and determine the use and location of City property, material, machinery, and/or equipment.
13. To schedule the operations of and to determine the number and duration of shifts.
14. To determine safety, health, and property protection measures.
15. To transfer work from one job to another or from one location or unit to another.
16. To introduce new, improved or different methods of operations, or to change existing methods.
17. To lay off employees for lack of work, lack of funds, or any other reason.
18. To reprimand, suspend, discharge or otherwise discipline employees.
19. To establish, modify or eliminate job classifications.
20. To promulgate, modify, and enforce work and safety rules and regulations.
21. To take such other and further actions as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

ARTICLE XI – AMERICANS WITH DISABILITY ACT

SECTION 11.01 AMERICANS WITH DISABILITIES ACT:

The City and the Union recognize that the City has an obligation under law to meet with individual employees who allege a need for reasonable accommodations in the workplace because of a disability. If by reason of the aforesaid requirement, the City contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in potential conflict with any provision of this MOU, the Union will be advised of any such proposed accommodation prior to any implementation by the City.

ARTICLE XII – FUTURE NEGOTIATIONS

SECTION 12.01 FUTURE NEGOTIATIONS

It is desirable and advantageous to both the City and the Union that a new MOU be agreed upon and in place upon the expiration of this existing Agreement. To that end, the parties agree as follows:

1. The Union will submit to the City Manager no later than March 15th, immediately preceding the expiration of this MOU, a preliminary proposal of items it wishes to be discussed during the meet and confer process for a successor MOU.
2. The parties will meet to discuss the cost and other matters associated with the Union's proposal as soon as practicable following submission of Union's proposal.
3. The City will submit to the Union no later than April 15th a preliminary proposal of items it wishes to be discussed during the meet and confer process for a successor MOU.
4. Subsequent to the Union and the City exchanging proposals, the parties agree to meet and confer in good faith effort to reach agreement and have a new contract in place by the time the present MOU expires.

ARTICLE XIII – WAIVER OF APPEAL

SECTION 13.01 WAIVER OF APPEAL:

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of any or all terms and conditions.

ARTICLE XIV – SAVINGS

SECTION 14.01 SAVINGS

If any article or section of the MOU, or any addition thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the parties shall immediately meet to discuss the impact of any such restrained article or section.

ARTICLE XV – CONTRACT GRIEVANCE PROCEDURE

SECTION 15.01 REPRESENTATION:

An employee may elect to have a union representative present during all steps of this process.

SECTION 15.02 PROCEDURES:

1. Step 1 - Division Level: An employee/Union having a grievance may, within ten (10) working days following the first occurrence giving rise to the grievance, or from the date an employee should have reasonably known, submit to the division head a grievance form setting forth specifically the completed facts on which the grievance is based, the specific provision or provisions of the MOU allegedly violated and the relief requested. The division head, or his/her designee, shall have a meeting with the employee to discuss the grievance. The division head, or his/her designee, shall communicate a decision in writing to the employee within ten (10) working days following receipt of the grievance.
2. Step 2 - Department Level: If the grievance is not resolved at Step 1, the employee/Union may submit it in writing to the department head within ten (10) working days after receipt of the decision, or non-response, at Step 1. The department head, or his/her designee, may have a meeting with the employee to discuss the grievance. The department head or his/her designee shall communicate a decision in writing to the employee/Union within ten (10) working days following receipt of the written grievance.
3. Step 3 - City Manager Level: If the grievance is not resolved at Step 2, the employee/Union may submit the grievance in writing to the City Manager within ten (10) working days after receipt of the decision, or non-response, of Step 2. The City Manager may:
 - A. Have a meeting with the employee/Union to discuss the grievance;
 - B. Consider the grievance on the basis of written submission.The City Manager, or his/her designee, shall communicate a decision in writing to the employee/Union, within thirty (30) days following receipt of the written grievance, or following the meeting or hearing, whichever is later. Such decision shall be final.
4. Step 4 - Mediation: Grievances unresolved at Steps 1, 2 or 3 may be submitted to mediation if mutually agreed by both parties. The parties shall obtain the services of a Mediator from the State mediation and Conciliation Services in an effort to mediate grievance resolution. The

parties shall not divulge in any form the offers made in mediation.

SECTION 15.03 GRIEVANCE COMMITTEE:

If an ad hoc grievance committee is established to hear the grievance at Step 3, the committee shall be composed of:

1. The Personnel Officer as chairperson and administrative head, but a non-voting member of the committee. The Personnel Officer may select, from the current personnel roster, two (2) city employees to serve as members of the committee, as follows:
 - A. A supervisory, professional, or managerial employee from a city department other than the department of the employee having the grievance.
 - B. An employee from a city department other than the department of the employee having the grievance or the department of the supervisory, professional, or managerial member of the committee.
 - C. A person, who is not a city employee, selected by the City Manager from a list of citizens who have volunteered to serve and who have no direct connection with city government.

All members of the committee shall be persons who have no conflict of interest with the employee having the grievance, and all members shall have no personal contact with the grievant during the course of the hearing procedures. The grievance committee shall hold a hearing on the grievance, at which time all appropriate witnesses and evidence shall be heard as determined by the committee. After the hearing, the committee shall make its recommendation to the City Manager.

The City Manager, after considering the committee's recommendation, shall issue his/her decision and that decision shall be final.

SECTION 15.04 TIME LIMITS:

1. Failure to initiate a grievance within the time limit shall be deemed a waiver of grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee to proceed to the next step.
3. The number of days indicated at each step should be considered a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by written mutual agreement.

SECTION 15.05 GENERAL PROVISIONS:

1. If a grievance arises from the action of an official higher than the division head, the grievance may be initiated at Step 2 or 3 as appropriate, by submitting a grievance for as set forth in Step 1 within the time limit.
2. The written submission of grievance to Steps 2 or 3 shall include a copy of the grievance for submitted at the initial formal step and the written decision of each preceding step or the grievance procedure.
3. If a grievance meeting is held during the working hours of any require participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.
4. An employee who terminates from City employment shall be deemed to have waived the right

- to initiate or to process a grievance.
5. Nothing in this policy shall be construed to prevent or discourage informal discussion between an employee and his/her supervisor on matters of concern to the employee.
 6. All employee grievances must follow this chain of appeal. At no time will an employee bypass a division or department head with a grievance, except as provided in number 1.
 7. At no time shall an employee approach an elected official of the City with a grievance or job-related problem.

ARTICLE XVI – DURATION OF AGREEMENT

SECTION 16.01 DURATION OF AGREEMENT:

The duration of the agreement shall be from July 1, 2019 through June 30, 2022. Any salary increase will become effective January 1 and July 1 of each year. If ratification is not completed prior to the dates above, any salary increase will be retroactive to that date with a one-time payment made in a separate check to each employee.

DATE: _____

DATE: _____

FOR THE CITY:

FOR THE UNION:

Marissa Trejo, City Manager

Kevin Smith, Internal Organizer

Robert Smith, Bargaining Team Member

Coti Seese, Bargaining Team Member

Jarod Salona, Bargaining Team Member

ATTACHMENT A – CITY OF COALINGA GENERAL EMPLOYEE PAY SCALE:

Effective: January 1, 2020

Approved: September 5, 2019

Revised: September 5, 2019

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
18	Office Assistant Bus Driver						
	Annually	\$29,551.74	\$31,029.33	\$32,580.79	\$34,209.83	\$35,920.32	\$37,716.34
	Monthly	\$2,462.64	\$2,585.78	\$2,7150.07	\$2,850.82	\$2,993.36	\$3,143.03
	Bi-Weekly	\$1,136.60	\$1,193.44	\$1,253.11	\$1,315.76	\$1,381.55	\$1,450.63
	Hourly	\$14.2075	\$14.9179	\$15.6638	\$16.4470	\$17.2693	\$18.1328
19	Custodian Lead Bus Driver						
	Annually	\$31,029.33	\$32,580.79	\$34,209.83	\$35,920.32	\$37,716.34	\$39,602.16
	Monthly	\$2,585.78	\$2,7150.07	\$2,850.82	\$2,993.36	\$3,143.03	\$3,300.18
	Bi-Weekly	\$1,193.44	\$1,253.11	\$1,315.76	\$1,381.55	\$1,450.63	\$1,523.16
	Hourly	\$14.9179	\$15.6638	\$16.4470	\$17.2693	\$18.1328	\$19.0395
20	Maintenance Worker I (Street Sweeper)						
	Annually	\$32,580.79	\$34,209.83	\$35,920.32	\$37,716.34	\$39,602.16	\$41,582.27
	Monthly	\$2,7150.07	\$2,850.82	\$2,993.36	\$3,143.03	\$3,300.18	\$3,4651.19
	Bi-Weekly	\$1,253.11	\$1,315.76	\$1,381.55	\$1,450.63	\$1,523.16	\$1,599.32
	Hourly	\$15.6638	\$16.4470	\$17.2693	\$18.1328	\$19.0395	\$19.9914
21	Account Clerk I Maintenance Worker I						
	Annually	\$34,209.83	\$35,920.32	\$37,716.34	\$39,602.16	\$41,582.27	\$43,661.37
	Monthly	\$2,850.82	\$2,993.36	\$3,143.03	\$3,300.18	\$3,4651.19	\$3,638.45
	Bi-Weekly	\$1,315.76	\$1,381.55	\$1,450.63	\$1,523.16	\$1,599.32	\$1,679.28
	Hourly	\$16.4470	\$17.2693	\$18.1328	\$19.0395	\$19.9914	\$20.9910
22							
	Annually	\$35,920.32	\$37,716.34	\$39,602.16	\$41,582.27	\$43,661.37	\$45,844.45
	Monthly	\$2,993.36	\$3,143.03	\$3,300.18	\$3,4651.19	\$3,638.45	\$3,821.29
	Bi-Weekly	\$1,381.55	\$1,450.63	\$1,523.16	\$1,599.32	\$1,679.28	\$1,763.25
	Hourly	\$17.2693	\$18.1328	\$19.0395	\$19.9914	\$20.9910	\$22.0406
23	Account Clerk II Maintenance Worker II Code Enforcement Officer Community Development Assistant						
	Annually	\$37,716.34	\$39,602.16	\$41,582.27	\$43,661.37	\$45,844.45	\$48,136.67
	Monthly	\$3,143.03	\$3,300.18	\$3,4651.19	\$3,638.45	\$3,821.29	\$4,011.39
	Bi-Weekly	\$1,450.63	\$1,523.16	\$1,599.32	\$1,679.28	\$1,763.25	\$1,851.41
	Hourly	\$18.1328	\$19.0395	\$19.9914	\$20.9910	\$22.0406	\$23.1426
24	Water Operator Apprentice						
	Annually	\$39,602.16	\$41,582.27	\$43,661.37	\$45,844.45	\$48,136.67	\$50,543.50
	Monthly	\$3,300.18	\$3,4651.19	\$3,638.45	\$3,821.29	\$4,011.39	\$4,211.96

	Bi-Weekly	\$1,523.16	\$1,599.32	\$1,679.28	\$1,763.25	\$1,851.41	\$1,943.98
	Hourly	\$19.0395	\$19.9914	\$20.9910	\$22.0406	\$23.1426	\$24.2997
25	Equipment Mechanic Account Clerk III Maintenance Worker III						
	Annually	\$41,582.27	\$43,661.37	\$45,844.45	\$48,136.67	\$50,543.50	\$53,070.68
	Monthly	\$3,4651.19	\$3,638.45	\$3,821.29	\$4,011.39	\$4,211.96	\$4,422.56
	Bi-Weekly	\$1,599.32	\$1,679.28	\$1,763.25	\$1,851.41	\$1,943.98	\$2,041.18
	Hourly	\$19.9914	\$20.9910	\$22.0406	\$23.1426	\$24.2997	\$25.5147
26	Water Operator I Accounting Technician						
	Annually	\$43,661.37	\$45,844.45	\$48,136.67	\$50,543.50	\$53,070.68	\$55,724.21
	Monthly	\$3,638.45	\$3,821.29	\$4,011.39	\$4,211.96	\$4,422.56	\$4,643.68
	Bi-Weekly	\$1,679.28	\$1,763.25	\$1,851.41	\$1,943.98	\$2,041.18	\$2,143.23
	Hourly	\$20.9910	\$22.0406	\$23.1426	\$24.2997	\$25.5147	\$26.7904
27	Public Utilities Coordinator						
	Annually	\$45,844.45	\$48,136.67	\$50,543.50	\$53,070.68	\$55,724.21	\$58,510.42
	Monthly	\$3,821.29	\$4,011.39	\$4,211.96	\$4,422.56	\$4,643.68	\$4,875.87
	Bi-Weekly	\$1,763.25	\$1,851.41	\$1,943.98	\$2,041.18	\$2,143.23	\$2,250.40
	Hourly	\$22.0406	\$23.1426	\$24.2997	\$25.5147	\$26.7904	\$28.1300
28	Water Operator II						
	Annually	\$48,136.67	\$50,543.50	\$53,070.68	\$55,724.21	\$58,510.42	\$61,435.94
	Monthly	\$4,011.39	\$4,211.96	\$4,422.56	\$4,643.68	\$4,875.87	\$5,119.66
	Bi-Weekly	\$1,851.41	\$1,943.98	\$2,041.18	\$2,143.23	\$2,250.40	\$2,362.92
	Hourly	\$23.1426	\$24.2997	\$25.5147	\$26.7904	\$28.1300	\$29.5365
29	Assistant Engineer						
	Annually	\$50,543.50	\$53,070.68	\$55,724.21	\$58,510.42	\$61,435.94	\$64,507.74
	Monthly	\$4,211.96	\$4,422.56	\$4,643.68	\$4,875.87	\$5,119.66	\$5,375.65
	Bi-Weekly	\$1,943.98	\$2,041.18	\$2,143.23	\$2,250.40	\$2,362.92	\$2,481.07
	Hourly	\$24.2997	\$25.5147	\$26.7904	\$28.1300	\$29.5365	\$31.01
30	Water Operator III						
	Annually	\$53,070.68	\$55,724.21	\$58,510.42	\$61,435.94	\$64,507.74	\$67,733.12
	Monthly	\$4,422.56	\$4,643.68	\$4,875.87	\$5,119.66	\$5,375.65	\$5,644.43
	Bi-Weekly	\$2,041.18	\$2,143.23	\$2,250.40	\$2,362.92	\$2,481.07	\$2,605.11
	Hourly	\$25.5147	\$26.7904	\$28.1300	\$29.5365	\$31.01	\$32.5639
31							
	Annually	\$55,724.21	\$58,510.42	\$61,435.94	\$64,507.74	\$67,733.12	\$71,119.78
	Monthly	\$4,643.68	\$4,875.87	\$5,119.66	\$5,375.65	\$5,644.43	\$5,926.65
	Bi-Weekly	\$2,143.23	\$2,250.40	\$2,362.92	\$2,481.07	\$2,605.11	\$2,735.38
	Hourly	\$26.7904	\$28.1300	\$29.5365	\$31.01	\$32.5639	\$34.1922
32	Water Operator IV						
	Annually	\$58,510.42	\$61,435.94	\$64,507.74	\$67,733.12	\$71,119.78	\$74,675.78
	Monthly	\$4,875.87	\$5,119.66	\$5,375.65	\$5,644.43	\$5,926.65	\$6,222.98
	Bi-Weekly	\$2,250.40	\$2,362.92	\$2,481.07	\$2,605.11	\$2,735.38	\$2,872.15
	Hourly	\$28.1300	\$29.5365	\$31.01	\$32.5639	\$34.1922	\$35.9018

Effective: January 1, 2021
Approved: September 5, 2019
Revised: September 5, 2019

Grade	Position	Step A	Step B	Step C	Step D	Step E	Step F
18	Office Assistant Bus Driver						
	Annually	\$30,733.81	\$32,270.50	\$33,884.02	\$35,578.22	\$37,357.13	\$39,224.99
	Monthly	\$2,561.15	\$2,689.21	\$2,823.67	\$2,964.85	\$3,113.09	\$3,268.75
	Bi-Weekly	\$1,182.07	\$1,241.17	\$1,303.23	\$1,368.39	\$1,436.81	\$1,508.65
	Hourly	\$14.7759	\$15.5147	\$16.2904	\$17.1049	\$17.9602	\$18.8582
19	Custodian Lead Bus Driver						
	Annually	\$32,270.50	\$33,884.02	\$35,578.22	\$37,357.13	\$39,224.99	\$41,186.25
	Monthly	\$2,689.21	\$2,823.67	\$2,964.85	\$3,113.09	\$3,268.75	\$3,432.19
	Bi-Weekly	\$1,241.17	\$1,303.23	\$1,368.39	\$1,436.81	\$1,508.65	\$1,584.09
	Hourly	\$15.5147	\$16.2904	\$17.1049	\$17.9602	\$18.8582	\$19.8011
20	Maintenance Worker I (Street Sweeper)						
	Annually	\$33,884.02	\$35,578.22	\$37,357.13	\$39,224.99	\$41,186.25	\$43,245.56
	Monthly	\$2,823.67	\$2,964.85	\$3,113.09	\$3,268.75	\$3,432.19	\$3,603.80
	Bi-Weekly	\$1,303.23	\$1,368.39	\$1,436.81	\$1,508.65	\$1,584.09	\$1,663.29
	Hourly	\$16.2904	\$17.1049	\$17.9602	\$18.8582	\$19.8011	\$20.7911
21	Account Clerk I Maintenance Worker I						
	Annually	\$35,578.22	\$37,357.13	\$39,224.99	\$41,186.25	\$43,245.56	\$45,407.82
	Monthly	\$2,964.85	\$3,113.09	\$3,268.75	\$3,432.19	\$3,603.80	\$3,783.99
	Bi-Weekly	\$1,368.39	\$1,436.81	\$1,508.65	\$1,584.09	\$1,663.29	\$1,746.45
	Hourly	\$17.1049	\$17.9602	\$18.8582	\$19.8011	\$20.7911	\$21.8307
22							
	Annually	\$37,357.13	\$39,224.99	\$41,186.25	\$43,245.56	\$45,407.82	\$47,678.23
	Monthly	\$3,113.09	\$3,268.75	\$3,432.19	\$3,603.80	\$3,783.99	\$3,973.19
	Bi-Weekly	\$1,436.81	\$1,508.65	\$1,584.09	\$1,663.29	\$1,746.45	\$1,833.78
	Hourly	\$17.9602	\$18.8582	\$19.8011	\$20.7911	\$21.8307	\$22.9222
23	Account Clerk II Maintenance Worker II Code Enforcement Officer Community Development Assistant						
	Annually	\$39,224.99	\$41,186.25	\$43,245.56	\$45,407.82	\$47,678.23	\$50,062.14

	Monthly	\$3,268.75	\$3,432.19	\$3,603.80	\$3,783.99	\$3,973.19	\$4,171.84
	Bi-Weekly	\$1,508.65	\$1,584.09	\$1,663.29	\$1,746.45	\$1,833.78	\$1,925.47
	Hourly	\$18.8582	\$19.8011	\$20.7911	\$21.8307	\$22.9222	\$24.0683
24	Water Operator Apprentice						
	Annually	\$41,186.25	\$43,245.56	\$45,407.82	\$47,678.23	\$50,062.14	\$52,565.24
	Monthly	\$3,432.19	\$3,603.80	\$3,783.99	\$3,973.19	\$4,171.84	\$4,380.44
	Bi-Weekly	\$1,584.09	\$1,663.29	\$1,746.45	\$1,833.78	\$1,925.47	\$2,021.74
	Hourly	\$19.8011	\$20.7911	\$21.8307	\$22.9222	\$24.0683	\$25.2718
25	Equipment Mechanic Account Clerk III Maintenance Worker III						
	Annually	\$43,245.56	\$45,407.82	\$47,678.23	\$50,062.14	\$52,565.24	\$55,193.51
	Monthly	\$3,603.80	\$3,783.99	\$3,973.19	\$4,171.84	\$4,380.44	\$4,599.46
	Bi-Weekly	\$1,663.29	\$1,746.45	\$1,833.78	\$1,925.47	\$2,021.74	\$2,122.83
	Hourly	\$20.7911	\$21.8307	\$22.9222	\$24.0683	\$25.2718	\$26.5353
26	Water Operator I Accounting Technician						
	Annually	\$45,407.82	\$47,678.23	\$50,062.14	\$52,565.24	\$55,193.51	\$57,953.18
	Monthly	\$3,783.99	\$3,973.19	\$4,171.84	\$4,380.44	\$4,599.46	\$4,829.43
	Bi-Weekly	\$1,746.45	\$1,833.78	\$1,925.47	\$2,021.74	\$2,122.83	\$2,228.97
	Hourly	\$21.8307	\$22.9222	\$24.0683	\$25.2718	\$26.5353	\$27.8621
27	Public Utilities Coordinator						
	Annually	\$47,678.23	\$50,062.14	\$52,565.24	\$55,193.51	\$57,953.18	\$60,850.84
	Monthly	\$3,973.19	\$4,171.84	\$4,380.44	\$4,599.46	\$4,829.43	\$5,070.90
	Bi-Weekly	\$1,833.78	\$1,925.47	\$2,021.74	\$2,122.83	\$2,228.97	\$2,340.42
	Hourly	\$22.9222	\$24.0683	\$25.2718	\$26.5353	\$27.8621	\$29.2552
28	Water Operator II						
	Annually	\$50,062.14	\$52,565.24	\$55,193.51	\$57,953.18	\$60,850.84	\$63,893.38
	Monthly	\$4,171.84	\$4,380.44	\$4,599.46	\$4,829.43	\$5,070.90	\$5,324.45
	Bi-Weekly	\$1,925.47	\$2,021.74	\$2,122.83	\$2,228.97	\$2,340.42	\$2,457.44
	Hourly	\$24.0683	\$25.2718	\$26.5353	\$27.8621	\$29.2552	\$30.7180
29	Assistant Engineer						
	Annually	\$52,565.24	\$55,193.51	\$57,953.18	\$60,850.84	\$63,893.38	\$67,088.05
	Monthly	\$4,380.44	\$4,599.46	\$4,829.43	\$5,070.90	\$5,324.45	\$5,590.67
	Bi-Weekly	\$2,021.74	\$2,122.83	\$2,228.97	\$2,340.42	\$2,457.44	\$2,580.31
	Hourly	\$25.2718	\$26.5353	\$27.8621	\$29.2552	\$30.7180	\$32.2539
30	Water Operator III						
	Annually	\$55,193.51	\$57,953.18	\$60,850.84	\$63,893.38	\$67,088.05	\$70,442.44
	Monthly	\$4,599.46	\$4,829.43	\$5,070.90	\$5,324.45	\$5,590.67	\$5,870.20

	Bi-Weekly	\$2,122.83	\$2,228.97	\$2,340.42	\$2,457.44	\$2,580.31	\$2,709.32
	Hourly	\$26.5353	\$27.8621	\$29.2552	\$30.7180	\$32.2539	\$33.8666
31							
	Annually	\$57,953.18	\$60,850.84	\$63,893.38	\$67,088.05	\$70,442.44	\$73,964.57
	Monthly	\$4,829.43	\$5,070.90	\$5,324.45	\$5,590.67	\$5,870.20	\$6,163.71
	Bi-Weekly	\$2,228.97	\$2,340.42	\$2,457.44	\$2,580.31	\$2,709.32	\$2,844.79
	Hourly	\$27.8621	\$29.2552	\$30.7180	\$32.2539	\$33.8666	\$35.5599
32	Water Operator IV						
	Annually	\$60,850.84	\$63,893.38	\$67,088.05	\$70,442.44	\$73,964.57	\$77,662.81
	Monthly	\$5,070.90	\$5,324.45	\$5,590.67	\$5,870.20	\$6,163.71	\$6,471.90
	Bi-Weekly	\$2,340.42	\$2,457.44	\$2,580.31	\$2,709.32	\$2,844.79	\$2,987.03
	Hourly	\$29.2552	\$30.7180	\$32.2539	\$33.8666	\$35.5599	\$37.3379

Effective: January 1, 2022
Approved: September 5, 2019
Revised: September 5, 2019

<u>Grade</u>	<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
18	Office Assistant Bus Driver						
	Annually	\$31,655.82	\$33,238.62	\$34,900.54	\$36,645.57	\$38,477.84	\$40,401.74
	Monthly	\$2,637.99	\$2,769.88	\$2,908.38	\$3,053.80	\$3,206.49	\$3,366.81
	Bi-Weekly	\$1,217.53	\$1,278.41	\$1,342.33	\$1,409.44	\$1,479.92	\$1,553.91
	Hourly	\$15.2191	\$15.9801	\$16.7791	\$17.6181	\$18.4990	\$19.4239
19	Custodian Lead Bus Driver						
	Annually	\$33,238.62	\$34,900.56	\$36,645.57	\$38,477.84	\$40,401.74	\$42,421.84
	Monthly	\$2,769.88	\$2,908.38	\$3,053.80	\$3,206.49	\$3,366.81	\$3,535.15
	Bi-Weekly	\$1,278.41	\$1,342.33	\$1,409.44	\$1,479.92	\$1,553.91	\$1,631.61
	Hourly	\$15.9801	\$16.7791	\$17.6181	\$18.4990	\$19.4239	\$20.3951
20	Maintenance Worker I (Street Sweeper)						
	Annually	\$34,900.54	\$36,645.57	\$38,477.84	\$40,401.74	\$42,421.84	\$44,542.93
	Monthly	\$2,908.38	\$3,053.80	\$3,206.49	\$3,366.81	\$3,535.15	\$3,711.91
	Bi-Weekly	\$1,342.33	\$1,409.44	\$1,479.92	\$1,553.91	\$1,631.61	\$1,713.19
	Hourly	\$16.7791	\$17.6181	\$18.4990	\$19.4239	\$20.3951	\$21.4149
21	Account Clerk I Maintenance Worker I						
	Annually	\$36,645.57	\$38,477.84	\$40,401.74	\$42,421.84	\$44,542.93	\$46,770.05
	Monthly	\$3,053.80	\$3,206.49	\$3,366.81	\$3,535.15	\$3,711.91	\$3,897.50

	Bi-Weekly	\$1,409.44	\$1,479.92	\$1,553.91	\$1,631.61	\$1,713.19	\$1,798.85
	Hourly	\$17.6181	\$18.4990	\$19.4239	\$20.3951	\$21.4149	\$22.4856
22							
	Annually	\$38,477.84	\$40,401.74	\$42,421.84	\$44,542.93	\$46,770.05	\$49,108.58
	Monthly	\$3,206.49	\$3,366.81	\$3,535.15	\$3,711.91	\$3,897.50	\$4,092.38
	Bi-Weekly	\$1,479.92	\$1,553.91	\$1,631.61	\$1,713.19	\$1,798.85	\$1,888.79
	Hourly	\$18.4990	\$19.4239	\$20.3951	\$21.4149	\$22.4856	\$23.6099
23	Account Clerk II Maintenance Worker II Code Enforcement Officer Community Development Assistant						
	Annually	\$40,401.74	\$42,421.84	\$44,542.93	\$46,770.05	\$49,108.58	\$51,564.00
	Monthly	\$3,366.81	\$3,535.15	\$3,711.91	\$3,897.50	\$4,092.38	\$4,297.00
	Bi-Weekly	\$1,553.91	\$1,631.61	\$1,713.19	\$1,798.85	\$1,888.79	\$1,983.23
	Hourly	\$19.4239	\$20.3951	\$21.4149	\$22.4856	\$23.6099	\$24.7904
24	Water Operator Apprentice						
	Annually	\$42,421.84	\$44,542.93	\$46,770.05	\$49,108.58	\$51,564.00	\$54,142.20
	Monthly	\$3,535.15	\$3,711.91	\$3,897.50	\$4,092.38	\$4,297.00	\$4,511.85
	Bi-Weekly	\$1,631.61	\$1,713.19	\$1,798.85	\$1,888.79	\$1,983.23	\$2,082.39
	Hourly	\$20.3951	\$21.4149	\$22.4856	\$23.6099	\$24.7904	\$26.0299
25	Equipment Mechanic Account Clerk III Maintenance Worker III						
	Annually	\$44,542.93	\$46,770.05	\$49,108.58	\$51,564.00	\$54,142.20	\$56,849.32
	Monthly	\$3,711.91	\$3,897.50	\$4,092.38	\$4,297.00	\$4,511.85	\$4,737.44
	Bi-Weekly	\$1,713.19	\$1,798.85	\$1,888.79	\$1,983.23	\$2,082.39	\$2,186.51
	Hourly	\$21.4149	\$22.4856	\$23.6099	\$24.7904	\$26.0299	\$27.3314
26	Water Operator I Accounting Technician						
	Annually	\$46,770.05	\$49,108.58	\$51,564.00	\$54,142.20	\$56,849.32	\$59,691.78
	Monthly	\$3,897.50	\$4,092.38	\$4,297.00	\$4,511.85	\$4,737.44	\$4,974.31
	Bi-Weekly	\$1,798.85	\$1,888.79	\$1,983.23	\$2,082.39	\$2,186.51	\$2,295.84
	Hourly	\$22.4856	\$23.6099	\$24.7904	\$26.0299	\$27.3314	\$28.6980
27	Public Utilities Coordinator						
	Annually	\$49,108.58	\$51,564.00	\$54,142.20	\$56,849.32	\$59,691.78	\$62,676.37
	Monthly	\$4,092.38	\$4,297.00	\$4,511.85	\$4,737.44	\$4,974.31	\$5,223.03
	Bi-Weekly	\$1,888.79	\$1,983.23	\$2,082.39	\$2,186.51	\$2,295.84	\$2,410.63
	Hourly	\$23.6099	\$24.7904	\$26.0299	\$27.3314	\$28.6980	\$30.1329

28	Water Operator II						
	Annually	\$51,564.00	\$54,142.20	\$56,849.32	\$59,691.78	\$62,676.37	\$65,810.18
	Monthly	\$4,297.00	\$4,511.85	\$4,737.44	\$4,974.31	\$5,223.03	\$5,484.18
	Bi-Weekly	\$1,983.23	\$2,082.39	\$2,186.51	\$2,295.84	\$2,410.63	\$2,531.16
	Hourly	\$24.7904	\$26.0299	\$27.3314	\$28.6980	\$30.1329	\$31.6395
29	Assistant Engineer						
	Annually	\$54,142.20	\$56,849.32	\$59,691.78	\$62,676.37	\$65,810.18	\$69,100.69
	Monthly	\$4,511.85	\$4,737.44	\$4,974.31	\$5,223.03	\$5,484.18	\$5,758.39
	Bi-Weekly	\$2,082.39	\$2,186.51	\$2,295.84	\$2,410.63	\$2,531.16	\$2,657.72
	Hourly	\$26.0299	\$27.3314	\$28.6980	\$30.1329	\$31.6395	\$33.2215
30	Water Operator III						
	Annually	\$56,849.32	\$59,691.78	\$62,676.37	\$65,810.18	\$69,100.69	\$72,555.71
	Monthly	\$4,737.44	\$4,974.31	\$5,223.03	\$5,484.18	\$5,758.39	\$6,046.31
	Bi-Weekly	\$2,186.51	\$2,295.84	\$2,410.63	\$2,531.16	\$2,657.72	\$2,790.60
	Hourly	\$27.3314	\$28.6980	\$30.1329	\$31.6395	\$33.2215	\$34.8826
31							
	Annually	\$59,691.78	\$62,676.37	\$65,810.18	\$69,100.69	\$72,555.71	\$76,183.51
	Monthly	\$4,974.31	\$5,223.03	\$5,484.18	\$5,758.39	\$6,046.31	\$6,348.63
	Bi-Weekly	\$2,295.84	\$2,410.63	\$2,531.16	\$2,657.72	\$2,790.60	\$2,930.13
	Hourly	\$28.6980	\$30.1329	\$31.6395	\$33.2215	\$34.8826	\$36.6267
32	Water Operator IV						
	Annually	\$62,676.37	\$65,810.18	\$69,100.69	\$72,555.71	\$76,183.51	\$79,992.69
	Monthly	\$5,223.03	\$5,484.18	\$5,758.39	\$6,046.31	\$6,348.63	\$6,666.06
	Bi-Weekly	\$2,410.63	\$2,531.16	\$2,657.72	\$2,790.60	\$2,930.13	\$3,076.64
	Hourly	\$30.1329	\$31.6395	\$33.2215	\$34.8826	\$36.6267	\$38.4580

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

Subject: Authorize the City Manager to Approve Lease Amendment between City of Coalinga and Thrive Ministries Located at 148 W. Elm Street
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Senior Administrative Analyst recommends approval of lease amendment between City of Coalinga and Thrive Ministries for 148 W. Elm Street Coalinga, California.

II. BACKGROUND:

Thrive Ministries approached the City Council about a reduction in the rent/ lease payment amount for the next six months to \$1,000 per month. Under the current lease agreement the City receives \$1,788.75 per month.

III. DISCUSSION:

Thrive Ministries approached the City Council about a reduction in the rent/ lease payment amount for the next six months to \$1,000 per month. Under the current lease agreement the City receives \$1,788.75 per month.

IV. ALTERNATIVES:

Do not enter into the lease amendment.

V. FISCAL IMPACT:

If the amendment to the Lease Agreement is approved, there will be a decrease in revenue of \$4,732.50 for the City over the six month period.

ATTACHMENTS:

File Name	Description
LEASE_AGREEMENTAMENDMENT_Thrive_Ministries.docx	Lease Amendment Thrive Ministries

**LEASE AGREEMENT
CITY OF COALINGA
COMMERCIAL BUILDING**

FIRST AMENDMENT TO LEASE TO AMEND TERM AND RENT/LEASE PAYMENT

This First Amendment to Amend Term and Rent/Lease Payment is entered into between the **City of Coalinga**, a public corporation of the State of California, hereinafter referred to as the "City" or "Lessor" and Thrive Ministries, California a non-profit organization, hereinafter referred to as "Lessee" on September 5, 2019.

RECITALS

WHEREAS, Lessor is the owner of a Commercial Building in the City of Coalinga; and

WHEREAS, it is the mutual intent and desire of Lessor and Lessee to enter into a Lease Amendment of a City-owned commercial building in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, provisions and conditions hereinafter set forth, the parties hereto agree as follows:

1. **TERM**

The term of this Lease shall be for a six month period commencing from **September 1, 2019** and terminating on **March 31, 2020** ("expiration date"), subject to any other provisions for termination provided for herein. The term shall automatically revert to the original lease term or maybe renewed for an additional year, up to five (5) years total (the initial term and four (4) extensions), unless a notice of cancellation is provided at least thirty (30) days prior to termination.

Should tenant holdover, the lease shall continue on a month-to-month basis and either party may terminate the lease with written notice to the other party provided at least thirty (30) days prior to termination.

2. **RENT / LEASE PAYMENTS**

A minimum monthly rent of **One Thousand and 00/100 Dollars (\$1,000)**, which is equivalent to twenty-five cents (\$0.25) per gross square foot of leased space shall be paid by Lessee to Lessor commencing **September 1, 2019**.

Lease monthly payment due on April 1, 2020 will be **One Thousand Seven Hundred Eighty Eight and 75/100 Dollars (\$1,788.75) which is equivalent to forty-five cents (\$0.45)** per gross square foot of leased space due the first of each month per original lease agreement.

Lease payments are due and payable in advance on the first (1st) day of each calendar month at the office of Lessor, 155 W. Durian Avenue, Coalinga, California 93210. Payments received after the fifteenth (15th) of each month shall be subject to a delinquency fee of Twenty Five and No/100 Dollar (\$25.00) per month.

Notice to Lessor: City of Coalinga
 City Manager
 155 W. Durian Avenue
 Coalinga, CA 93210

Notice to Lessee Thrive Ministries
 c/o Octabiano Sigala
 148 West Elm
 Coalinga, CA 93210

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

LESSEE:

**THRIVE MINISTRIES,
A non-profit organization**

By: _____
 Octabiano Sigala

LESSOR:

THE CITY OF COALINGA

By: _____
 Marissa Trejo, City Manager

Attest: _____
 Shannon Jensen, City Clerk

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

Subject: Rejection of Claim for Damages Presented by Martin Galvan
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Senior Administrative Analyst and City Manager recommend the Claim for Damages presented by Martin Galvan be rejected.

II. BACKGROUND:

Mr. Martin Galvan filed a claim with the City of Coalinga on July 29, 2019. The claim was forwarded to George Hills Company for review. After review of the claim it was determined the City of Coalinga does not have liability.

III. DISCUSSION:

George Hills Company recommends the claim be rejected based on broad immunities for alleged discretionary acts of firefighters and first responders. Unless first responders were negligent in their duties and their actions were so egregious to shock the conscience.

Discretionary Acts:

Employee Immunity GC 820.2

Emergency Medical Services:

Training Program Immunity H&S 1799.100

EMT & Paramedic Partial Immunity H&S 1799.104(b)

EMT, Fire Fighter & Police Officer Immunity H&S 1799.106

California Government Code Section 820.2. “ states” Except as otherwise provided by statute, a public employee is not liable for an injury resulting from his act or omission where the act or omission was the result of the exercise of the discretion vested in him, whether or not such discretion be abused. (Added by Stats. 1963, Ch. 1681.)

1799.100. In order to encourage local agencies and other organizations to train people in emergency medical services, no local agency, entity of state or local government, private business or nonprofit organization included on the statewide registry that voluntarily and without expectation and receipt of compensation donates services, goods, labor, equipment, resources, or dispensaries or other facilities, in compliance with Section 8588.2 of the Government Code, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of people, or certifies those people, excluding physicians and surgeons, registered nurses, and licensed vocational nurses, as defined, in emergency medical services, shall be liable for any civil damages alleged to result from those training programs. (Amended by Stats. 2008, Ch. 363, Sec. 3. Effective January 1, 2009.)

1799.104. (a) No physician or nurse, who in good faith gives emergency instructions to an EMTII or mobile intensive care paramedic at the scene of an emergency, shall be liable for any civil damages as a result of issuing the instructions. (b) No EMT-II or mobile intensive care paramedic rendering care within the scope of his duties who, in good faith and in a nonnegligent manner, follows the instructions of a physician or nurse shall be liable for any civil damages as a result of following such instructions. (Added by Stats. 1980, Ch. 1260.)

1799.106.(a) In addition to the provisions of Section 1799.104 of this code, Section 2727.5 of the Business and Professions Code, and Section 1714.2 of the Civil Code, and in order to encourage the provision of emergency medical services by firefighters, police officers or other law enforcement officers, EMT-I, EMT-II, EMT-P, or registered nurses, a firefighter, police officer or other law enforcement officer, EMT-I, EMT-II, EMT-P, or registered nurse who renders emergency medical services at the scene of an emergency or during an emergency air or ground ambulance transport shall only be liable in civil damages for acts or omissions performed in a grossly negligent manner or acts or omissions not performed in good faith. A public agency employing such a firefighter, police officer or other law enforcement officer, EMT-I, EMT-II, EMT-P, or registered nurse shall not be liable for civil damages if the firefighter, police officer or other law enforcement officer, EMT-I, EMT-II, EMT-P, or registered nurse is not liable. (b) For purposes of this section, "registered nurse" means a registered nurse trained in emergency medical services and licensed pursuant to Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code. (Amended by Stats. 2012, Ch. 69, Sec. 2. (SB 1365) Eff. January 1, 2013.)

IV. ALTERNATIVES:

Accept the claim for the requested dollar amount (Staff does not recommend).

V. FISCAL IMPACT:

The fiscal impact to the General Fund will be determined by Council's decision.

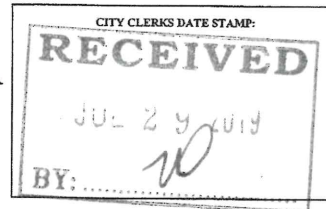
ATTACHMENTS:

File Name	Description
 Galvan_Martin-City_of_Coalinga_Claim_for_Damages_Form.pdf	Galvan Martin-Claim for Damages



CITY OF COALINGA

LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY



ORIGINAL

RETURN TO:

CITY OF COALINGA
OFFICE OF THE CITY CLERK
155 WEST DURIAN
COALINGA, CA. 92870

DISTRIBUTION:

- ☐ CITY ADMINISTRATOR
- ☐ CITY ATTORNEY
- ☐ FINANCE DEPARTMENT (Original/1)
- ☐ INSURANCE ADJUSTER
- ☐ DEPARTMENT: _____
- ☐ CITY CLERK'S LOG

1. Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence (Gov. Code Sec. 911.2).
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence (Gov. Code Sec. 911.2).
3. READ ENTIRE CLAIM FORM BEFORE FILING.
4. ATTACH SEPARATE SHEETS, IF NECESSARY, TO GIVE FULL DETAILS.

Martin Galvan

NAME OF CLAIMANT

DATE OF BIRTH OF CLAIMANT

HOME ADDRESS OF CLAIMANT

CITY/STATE/ZIP

HOME TELEPHONE NO.

BUSINESS ADDRESS OF CLAIMANT

CITY/STATE/ZIP

BUSINESS TELEPHONE NO.

ADDRESS TO WHICH CLAIMANT DESIRES NOTICES OR COMMUNICATIONS SENT REGARDING THIS CLAIM (if different from home address):

c/o Law Offices of Christopher Lombardi, 3711
Long Beach Blvd., #722, Long Beach, CA 90807

WHEN DID DAMAGE OR INJURY OCCUR?

DATE: 7-31-2019

TIME: 10:10 ☐ A.M. ☒ P.M.

PLACE OF ACCIDENT (OCCURRENCE) - BE SPECIFIC - Describe fully and (if applicable) locate on diagram on reverse side of this sheet. Where appropriate, give street names and addresses and measurements for landmarks.

Interstate 5 Southbound: 700 Feet N of Arroyo Hondo
Bridge #42-241L. GPS Coordinates: 36.479490°; 120.435340°

HOW DID DAMAGE OR INJURY OCCUR?

Emergency medical personnel did not place patient
on stretcher to move him uphill from vehicle to
ambulance. Patient had a fractured back as a result
of accident.

WERE POLICE AT SCENE? ☒ YES ☐ NO

WERE PARAMEDICS AT SCENE? ☒ YES ☐ NO

WHAT PARTICULAR ACT OR OMISSION DO YOU CLAIM CAUSED THE INJURY OR DAMAGES? (Give name of City employee causing the injury or damage, if known.)

Emergency medical personnel did not properly move patient
thereby exacerbating injuries. Employees: Michee Baggett
and Diego Acosta.

GIVE TOTAL AMOUNT OF CLAIM: (Include estimate of amount of any prospective injury or damage) \$ 1,500,000.00

HOW WAS THE AMOUNT OF CLAIM COMPUTED? (Be specific, list doctor bills, repair estimates, etc.)

PLEASE ATTACH TWO (2) ESTIMATES.

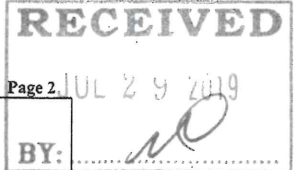
DAMAGES INCURRED TO DATE: See attached medical records and bills.

ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
TOTAL AMOUNT CLAIMED AS OF PRESENTATION OF THIS CLAIM:	\$ _____

ESTIMATED PROSPECTIVE DAMAGES AS FAR AS KNOWN:

ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
ITEM/DATE _____	AMOUNT: \$ _____
TOTAL ESTIMATED PROSPECTIVE DAMAGES:	\$ _____

CITY OF COALINGA
LIABILITY CLAIM FOR DAMAGES TO PERSON OR PROPERTY



Page 2

WITNESSES TO DAMAGE OR INJURY: (List all persons known to have information. (Use attachment if necessary.)

NAME: See Attached Traffic Collision Report NAME: _____
ADDRESS: _____ ADDRESS: _____
TELEPHONE: () _____ TELEPHONE: () _____

IF INJURY, GIVE NAME, ADDRESS, TELEPHONE, DATE & TIME OF DOCTOR(S) OR HOSPITAL(S) VISITED:

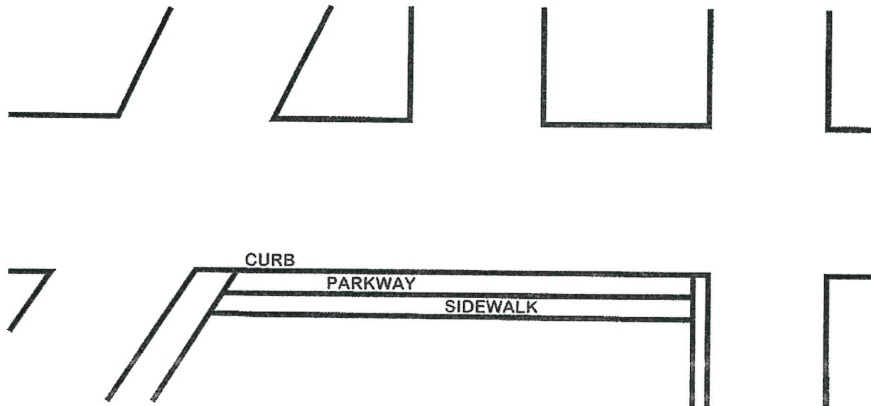
See attached medical records and bills.
DOCTOR: _____ TELEPHONE: _____
ADDRESS: _____ DATE/TIME: _____
HOSPITAL: _____ TELEPHONE: _____
ADDRESS: _____ DATE/TIME: _____

PLEASE READ THE FOLLOWING CAREFULLY:

For all vehicle accident claims, place on following diagram, the names of streets, including NORTH, EAST, SOUTH AND WEST directions. Indicate place of accident by "X" and by showing house numbers or distances to street corners.

If a City vehicle was involved, designate by letter "A" location of the City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X".

NOTE: IF A DIAGRAM BELOW DOES NOT FIT THE SITUATION, ATTACH A PROPER DIAGRAM SIGNED BY CLAIMANT.



I HAVE READ THE FOREGOING CLAIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY THAT THE SAME IS TRUE OF MY OWN KNOWLEDGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN STATED UPON MY INFORMATION AND BELIEF; AND AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.

I CERTIFY (OR DECLARE) UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Christopher Lombardi
SIGNATURE OF CLAIMANT OR AGENT
ACTING ON BEHALF OF CLAIMANT

Christopher Lombardi 7/25/19
TYPE OR PRINT NAME DATE

Attorney for Martin Galvan
RELATIONSHIP TO CLAIMANT

NOTE: PRESENTATION OF A FALSE CLAIM IS A FELONY
(CALIFORNIA PENAL CODE 72)

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

Subject: Approval of Resolution No. SA-331 Approving a Purchase and Sale Agreement by which the Successor Agency will Sell Certain Property Located at the South-West Corner of Elm and Cherry Avenues (APNs: 071-084-01; 071-084-02; 071-084-03; 071-084-21 and 071-084-06) to Salyer American Inc. in Accordance with the Department of Finance Approved Long Range Property Management Plan and the Dissolution Law

Meeting Date: September 5, 2019

From: Marissa Trejo, City Manager

Prepared by: Mario Zamora, City Attorney and Shannon Jensen, Assistant to the City Manager/City Clerk

I. RECOMMENDATION:

The City Manager recommends approval of Resolution No. SA-331 approving the Purchase and Sale Agreement ("PSA") between the Successor Agency to the former Redevelopment Agency of the City of Coalinga ("Successor Agency"), as seller, and and Slayer American Inc. ("Purchaser"), as buyer, for disposition of 657 and 667 E. Elm Avenue ("Property"), Property No. 12 of the Successor Agency's Long Range Property Management Plan ("LRPMP").

The Council has given direction to accept this PSA for sale of the Property. The City Attorney recommends that the attached contract be ratified.

II. BACKGROUND:

The City previously entered escrow on a sale of the Property, however the prior buyer failed to send the money to the title company necessary for closing and the transaction was subsequently cancelled. The offer from the current buyer, Slayer American Inc. was then accepted.

III. DISCUSSION:

The Purchaser desires to acquire the Property. Per the Dissolution Law, the Successor Agency must either submit the net proceeds of the sale to the County Auditor-Controller for distribution to the affected taxing entities, including the City of Coalinga, or spend the proceeds on recognized enforceable obligations. Under the term of the PSA, the Purchaser will acquire the Property from the Successor Agency for three hundred, twenty-five thousand dollars (\$325,000) all cash with a ten thousand dollar (\$10,000) deposit. Escrow is set to close 150 days after acceptance of the offer which was August 14, 2019.

IV. ALTERNATIVES:

Do not approve Resolution No. SA-331.

V. FISCAL IMPACT:

Net proceeds of the sale of the property will be submitted to the County Auditor-Controller for distribution to the affected taxing entities, including the City of Coalinga.

ATTACHMENTS:

File Name	Description
❏ RESO#SA-331_Approving_the_Sale_of_LRPMP_Property_No._12_090519.pdf	Resolution No. SA-331
❏ CHURCH_OF_CHRIST_PROPERTY_EXE_Salyer_American_Inc_667_E._Elm_Ave.pdf	Purchase & Sale Agreement
❏ E_Elm_Signed_Addendum.pdf	Addendum to Purchase & Sale Agreement

RESOLUTION NO. SA-331

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA APPROVING A PURCHASE AND SALE AGREEMENT BY WHICH THE SUCCESSOR AGENCY WILL SELL CERTAIN PROPERTY LOCATED AT 657 AND 667 E. ELM AVE., COALINGA, CA TO SALYER AMERICAN, INC., IN ACCORDANCE WITH THE DEPARTMENT OF FINANCE-APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN AND THE DISSOLUTION LAW

WHEREAS, the Board of Directors of the Successor Agency of the Former Redevelopment Agency of the City of Coalinga ("Former Agency") was a public body, corporate and politic, formed, organized, existing and exercising its powers pursuant to the California Community Redevelopment Law, Health and Safety Code, Section 33000, *et seq.*, and specifically formed by the City Council ("City Council") of the City of Coalinga ("City"); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the "Dissolution Law"); and

WHEREAS, as of February 1, 2012, the Former Agency was dissolved under the Dissolution Law, and as a separate public entity, corporate and politic, the Successor Agency to the Redevelopment Agency of the City of Coalinga ("Successor Agency") administers the enforceable obligations of the Former Agency and otherwise unwinds the Former Agency's affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, all statutory references in this Resolution are to the California Health and Safety Code unless otherwise stated; and

WHEREAS, Section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan ("LRPMP") addressing the future disposition and use of all real properties of the Former Agency no later than six months following the DOF's issuance to the Successor Agency of a finding of completion under Section 34179.7; and

WHEREAS, the Successor Agency received a Finding of Completion on May 9, 2013, and thereafter timely prepared its LRPMP, which LRPMP was approved by the local oversight board on November 7, 2013 and then by the DOF in a decision letter issued and dated as of December 30, 2015; and

WHEREAS, the Successor Agency has negotiated the terms of a Purchase and Sale Agreement ("Agreement") with Salyer American Inc. ("Purchaser") related to the disposition of certain real property of approximately 1.35 acres of land with a common address of 657 and 667 E. Elm Avenue, Coalinga, California, and identified as APNs 071-084-01; 071-084-02; 071-084-03; 071-084-21 and 071-084-06 as listed on the LRPMP as Property No. 12 ("Property"); and

WHEREAS, the purchase price for the Property under the Agreement is \$325,000; and

WHEREAS, the Successor Agency published notice of the proposed sale by the Agreement and has held a public hearing in accordance with Section 33431 of the Dissolution Law and, following the public hearing, the Successor Agency considered and by this Resolution desires to approve the Agreement and

direct staff that the Agreement be submitted to the County of Fresno Oversight Board ("Oversight Board") for its review, consideration and approval; and

WHEREAS, the sale of the Property to the Purchaser under the Agreement complies with the Dissolution Law and is in the best interests of the taxing entities.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves the sale of the Property and approves the Agreement in substantially the form attached hereto as Attachment No. 1, which is fully incorporated by this reference. The Successor Agency Executive Director and Secretary (who are also the City Manager and City Clerk, respectively) are authorized to execute and attest the Agreement with such revisions as the Executive Director and Successor Agency legal counsel deem appropriate. The Executive Director and his authorized designees are authorized to take such actions as may be necessary or appropriate to implement the Agreement, including executing further instruments and agreements, issuing warrants, and taking other appropriate actions to perform the obligations and exercise the rights of the Successor Agency under the Agreement. A copy of the Agreement when fully executed and approved by the Oversight Board shall be placed on file in the office of the Successor Agency Secretary.

Section 3. The Chair of the Successor Agency shall sign the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

Section 4. The Successor Agency Executive Director is hereby directed to transmit this Resolution and the Agreement to the Oversight Board under the Dissolution Law.

Section 5. The Secretary shall certify to the adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Former Redevelopment Agency of the City of Coalinga held on the **5th day of September 2019**, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Ron Lander, Chair

ATTEST:

Shannon Jensen, City Clerk

ATTACHMENT 1
PURCHASE AND SALE AGREEMENT WITH ADDENDUM



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(NON-RESIDENTIAL)
(C.A.R. Form CPA, Revised 12/18)

Date Prepared: 07/11/2019

1. OFFER:

- A. THIS IS AN OFFER FROM Salyer American Inc, Assignee ("Buyer").
☐ Individual(s), ☒ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☐ Other
- B. THE REAL PROPERTY to be acquired is 657 & 667 E. Elm St, situated in Coalinga (City), Fresno (County), California, 93210 (Zip Code), Assessor's Parcel No. Multiple* ("Property").
- C. THE PURCHASE PRICE offered is Three Hundred Twenty-Five Thousand Dollars \$325,000.00
- D. CLOSE OF ESCROW shall occur on 150 (date) (or ☒ 150 Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD)
- B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm Mid State Realty License Number 01202124
Is the broker of (check one): ☐ the seller; or ☒ both the buyer and seller. (dual agent)
Seller's Agent Tawnya Stevens License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)

- Buyer's Brokerage Firm Mid State Realty License Number 01202124
Is the broker of (check one): ☐ the buyer; or ☒ both the buyer and seller. (dual agent)
Buyer's Agent Tawnya Stevens License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 10,000.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

- OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposit checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance (or _____).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☒ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ _____
This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

- (2) ☐ SECOND LOAN in the amount of \$ _____
This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____% or, ☐ an adjustable rate loan with initial rate not to exceed _____%. Regardless of the type of loan, Buyer shall pay points not to exceed _____% of the loan amount.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 315,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

- G. PURCHASE PRICE (TOTAL): \$ 325,000.00

Buyer's Initials (Signature)
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CPA REVISED 12/18 (PAGE 1 OF 11)

Seller's Initials (Signature)



COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 1 OF 11)

Mid State Realty, 395 E. Elm Ave Suite A Coalinga CA 93210
Tawnya Stevens

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: (559)935-5123

Fax: (559)935-5122

657 & 667 E. Elm

Property Address: **657 & 667 E. Elm St, Coalinga, CA 93210**

Date: **July 11, 2019**

- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or ____) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or ____) Days** After Acceptance.
- J. **LOAN TERMS:**

(1) **LOAN APPLICATIONS:** Within **3 (or ____) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a **contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are **not** contingencies of this Agreement.

(3) **LOAN CONTINGENCY REMOVAL:**

Within **21 (or ____) Days** After Acceptance, Buyer shall, as specified in paragraph 18, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **SALE OF BUYER'S PROPERTY:**

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. **ADDENDA AND ADVISORIES:**

A. **ADDENDA:**

- | | |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input type="checkbox"/> Other _____ |

B. **BUYER AND SELLER ADVISORIES:**

- | | |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| | <input type="checkbox"/> Other _____ |

6. **OTHER TERMS:** **Multiple parcel numbers included in purchase - 071-084-01 071-084-02 071-084-03 071-084-21 071-084-06. Sellers name to read - "the City of Coalinga, acting as the Successor Agency to the former Redevelopment Agency to the City of Coalinga"**

7. **ALLOCATION OF COSTS**

- A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by _____
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (Signature)

Seller's Initials (mt)



CPA REVISED 12/18 (PAGE 2 OF 11)

COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 2 OF 11)

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657 & 667 E. Elm

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
 (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
 (iii) Buyer shall be provided, within the time specified in paragraph 18A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee Each to pay their own 1/2
 (b) Escrow Holder shall be Orange Coast Title
 (c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 17E
 (b) Owner's title policy to be issued by Orange Coast Title
 (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____
 (2) ☐ Buyer ☐ Seller shall pay City transfer tax or fee _____
 (3) ☐ Buyer ☐ Seller shall pay Owners' Association ("OA") transfer fee _____
 (4) Seller shall pay OA fees for preparing all documents required to be delivered by Civil Code §4525.
 (5) ☐ Buyer ☐ Seller shall pay OA fees for preparing all documents other than those required by Civil Code §4525.
 (6) Buyer to pay for any HOA certification fee.
 (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____
 (8) ☐ Buyer ☐ Seller shall pay for _____
 (9) ☐ Buyer ☐ Seller shall pay for _____

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B, C or D.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
 (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms.
 (3) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 18A.
 (4) Seller represents that all items included in the purchase price are, unless otherwise specified or identified pursuant to 8B(7), owned by Seller. Within the time specified in paragraph 18A, Seller shall give Buyer a list of fixtures not owned by Seller.
 (5) Seller shall deliver title to the personal property by Bill of Sale, free and clear of all liens and encumbrances, and without seller warranty of condition regardless of value.
 (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
 (7) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 18A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 18B and C.

- C. ITEMS EXCLUDED FROM SALE:** Unless otherwise specified, the following items are excluded from sale: _____

D. OTHER ITEMS:

- (1) Existing integrated phone and automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.

9. CLOSING AND POSSESSION:

- A. Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) ☐ at 6 PM or (☐ AM / ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days After Close Of Escrow; or (iii) ☐ at ☐ AM / ☐ PM on _____.
- B. Seller Remaining in Possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form CL; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- C. Tenant Occupied Units:** Possession and occupancy, subject to the rights of tenants under existing leases, shall be delivered to Buyer on Close Of Escrow.

Buyer's Initials (Signature)
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Seller's Initials (MT)



- D. At Close Of Escrow: (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale; and (ii) Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.
10. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the Civil Code.
11. **SELLER DISCLOSURES:**
- A. **NATURAL AND ENVIRONMENTAL DISCLOSURES:** Seller shall, within the time specified in paragraph 18, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide an NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. **ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 18, Seller shall Deliver to Buyer, in writing, the following disclosures, documentation and information:
- (1) **RENTAL SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; and (ii) a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any concession, rebate, or other benefit, except as set forth in these documents.
- (2) **INCOME AND EXPENSE STATEMENTS:** The books and records, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business, and used by Seller in the computation of federal and state income tax returns.
- (3) ☐ **TENANT ESTOPPEL CERTIFICATES:** (If checked) Tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.
- (4) **SURVEYS, PLANS AND ENGINEERING DOCUMENTS:** Copies of surveys, plans, specifications and engineering documents, if any, in Seller's possession or control.
- (5) **PERMITS:** If in Seller's possession, Copies of all permits and approvals concerning the Property, obtained from any governmental entity, including, but not limited to, certificates of occupancy, conditional use permits, development plans, and licenses and permits pertaining to the operation of the Property.
- (6) **STRUCTURAL MODIFICATIONS:** Any known structural additions or alterations to, or the installation, alteration, repair or replacement of, significant components of the structure(s) upon the Property.
- (7) **GOVERNMENTAL COMPLIANCE:** Any improvements, additions, alterations or repairs made by Seller, or known to Seller to have been made, without required governmental permits, final inspections, and approvals.
- (8) **VIOLATION NOTICES:** Any notice of violations of any Law filed or issued against the Property and actually known to Seller.
- (9) **WATER CONSERVING PLUMBING DEVICES:** Section 1101.5 of the Civil Code, requires that by January 1, 2019, all multi-family residential and commercial real property be equipped with water-conserving plumbing devices. Seller shall disclose in writing whether the property includes any noncompliant plumbing fixtures. Seller may use C.A.R. Form SPQ or ESD. See C.A.R. Form WCMD for further information.
- (10) **MISCELLANEOUS ITEMS:** Any of the following, if actually known to Seller: (i) any current pending lawsuit(s), investigation(s), inquiry(ies), action(s), or other proceeding(s) affecting the Property, or the right to use and occupy it; (ii) any unsatisfied mechanic's or materialman's lien(s) affecting the Property; and (iii) that any tenant of the Property is the subject of a bankruptcy.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 18A, to avoid required withholding Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law, (C.A.R. Form AS or QS).
- D. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- E. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or ____) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision.
- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ____) Days** After Acceptance to request from the OA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; and (v) the names and contact information of all OAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 18B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to OA or management company to pay for any of the above.

Buyer's Initials (MS) ()Seller's Initials (MT) ()

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12. ☐ **ENVIRONMENTAL SURVEY** (If checked): Within _____ Days After Acceptance, Buyer shall be provided a phase one environmental survey report paid for and obtained by ☐ Buyer ☐ Seller. Buyer shall then, as specified in paragraph 18, remove this contingency or cancel this Agreement.
13. **SUBSEQUENT DISCLOSURES**: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly Deliver a subsequent or amended disclosure or notice in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
14. **CHANGES DURING ESCROW**:
- A. Prior to Close Of Escrow, Seller may only engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 14B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B. (1) 7 (or ☐) Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of any Proposed Changes.
(2) Within 5 (or ☐) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
15. **CONDITION OF PROPERTY**: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 18A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 18B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
16. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY**:
- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 18B. Within the time specified in paragraph 18B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; (v) review and seek approval of leases that may need to be assumed by Buyer; and (vi) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing required to prepare a Pest Control Report; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 18B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property**: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
17. **TITLE AND VESTING**:
- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 18A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

Buyer's Initials  ()Seller's Initials  ()

- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a standard coverage owners CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
18. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or ____) Days After Acceptance** to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5A, 6, 7, 8B(7), 11A, B, C, D and F, 12, 15A and 17A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS: 17 (or 120) Days After Acceptance**, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(7) and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property.
- (2) Within the time specified in paragraph 18B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
- (3) By the end of the time specified in paragraph 18B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 18A, then Buyer has **5 (or ____) Days After Delivery** of any such items, or the time specified in paragraph 18B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 18B(1) and before Seller cancels, if at all, pursuant to paragraph 18C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 18C(1).
- C. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a letter as required by paragraph 3J(1); (iii) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; or (iv) In writing assume or accept leases or liens specified in 8B(7); (v) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 25B; or (vi) Provide evidence of authority to sign in a representative capacity as specified in paragraph 23. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or ____) Days After Delivery** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days Prior** to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 18.
- E. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or ____) Days After Delivery** to close escrow. A DCE may not be Delivered any earlier than **3 Days Prior** to the scheduled close of escrow.
- G. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within **10 Days After Escrow** Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials  ()Seller's Initials  ()

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19. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
20. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ☐) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 15; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
21. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, OA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
22. **BROKERS:**
- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representations in this paragraph.
- C. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
23. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 40 or 41 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10, 11D, 17, 18G, 21, 22A, 23, 24, 30, 38, 39, 41, 42 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 22A, or paragraph D of the section titled Real Estate Brokers on page 11 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or ☐) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 11 or elsewhere in this Agreement.

Buyer's Initials  _____
CPA REVISED 12/18 (PAGE 7 OF 11)Seller's Initials  _____


- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 22A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 22A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.
25. **REMEDIES FOR BUYER'S BREACH OF CONTRACT:**
- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).**

Buyer's Initials Seller's Initials MT / _____26. **DISPUTE RESOLUTION:**

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.**
- B. **ARBITRATION OF DISPUTES:**
- The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials Seller's Initials MT / _____Buyer's Initials Seller's Initials MT ()

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COMMERCIAL PROPERTY PURCHASE AGREEMENT (CPA PAGE 8 OF 11)Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

657 & 667 E. Elm

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.
27. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
28. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
29. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 26A.
30. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOA).
31. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
32. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.
33. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. The ADA can require, among other things, that buildings be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact an attorney, contractor, architect, engineer or other qualified professional of Buyer's or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
34. **COPIES:** Seller and Buyer each represent that Copies of all reports, documents, certificates, approvals and other documents that are furnished to the other are true, correct and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
35. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
36. **GOVERNING LAW:** This Agreement shall be governed by the Laws of the state of California.
37. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for the payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
38. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
39. **DEFINITIONS:** As used in this Agreement:
- A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.

Buyer's Initials  ()Seller's Initials  ()

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- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow" or "COE" means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
40. **AUTHORITY:** Any person or persons signing this Agreement represent(s) that such person has full power and authority to bind that person's principal, and that the designated Buyer and Seller has full authority to enter into and perform this Agreement. Entering into this Agreement, and the completion of the obligations pursuant to this contract, does not violate any Articles of Incorporation, Articles of Organization, By Laws, Operating Agreement, Partnership Agreement or other document governing the activity of either Buyer or Seller.
41. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____ (date)).

☒ One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date **7.15.19** BUYER 

(Print name) **Salyer American Inc, Assignee**

Date _____ BUYER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

42. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: _____

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date **8/14/19** SELLER 

(Print name) **Successor Agency**

Date _____ SELLER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____
☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING (BUYER'S) COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
- E. **PRESENTATION OF OFFER:** Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm **Mid State Realty**

By Tawnya Stevens DRE Lic. # 01202124 Date _____

By _____ DRE Lic. # _____ Date _____

Address **395 E. Elm Ave., Suite A** City **Coalinga** State **CA** Zip **93210**

Telephone _____ Fax _____ E-mail **tawnyastevens@sbcglobal.net**

Seller's Brokerage Firm **Mid State Realty**

By Tawnya Stevens DRE Lic. # 01202124 Date _____

By _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).

Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).

Seller's Initials

Buyer's Initials (TS) (_____) (_____)Seller's Initials (MT) (_____) (_____)

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657 & 667 E. Elm



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address **657 & 667 E. Elm St, Coalinga, CA 93210**

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer
Salyer American Inc, Assignee

Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

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Tawnya Stevens

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Phone: (559)935-5123

Fax: (559)935-5122

657 & 667 E. Elm





POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Matthew Sujo Successor Agency Date 8/14/19
Seller _____ Date _____
Buyer [Signature] Salyer American Inc, Assignee Date 7-15-19
Buyer _____ Date _____
Buyer's Brokerage Firm Mid State Realty DRE Lic # 01202124 Date _____
By Tawnya Stevens DRE Lic # _____ Date _____
Seller's Brokerage Firm Mid State Realty DRE Lic # 01202124 Date _____
By Tawnya Stevens DRE Lic # _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

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657 & 667 E. Elm





CALIFORNIA
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Sally American Inc, Assignee Date 7.15.19

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Mid State Realty DRE Lic. # 01202124

By Tawnya Stevens Real Estate Broker (Firm) DRE Lic. # _____ Date _____

(Salesperson or Broker-Associate, if any) _____

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

License Number _____

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

License Number _____

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

License Number _____

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

License Number _____

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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657 & 667 E. Elm



CALIFORNIA
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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: **657 & 667 E. Elm St, Coalinga, CA 93210**

("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant [Signature] **Salyer American Inc, Assignee** Date 7-15-19

Buyer/Tenant _____ Date _____

Seller/Landlord [Signature] **Successor Agency** Date 8/14/19

Seller/Landlord _____ Date _____

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. One

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated August 7, 2019, on property known as 657 & 667 E. Elm St
Coalinga, CA 93210

in which Salyer American Inc, Assignee is referred to as ("Buyer/Tenant")
and Successor Agency is referred to as ("Seller/Landlord").

All parties are aware that Fresno County Oversight Board approval of formal Redevelopment Agency property must be obtained prior to close of escrow

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 8-20-19

Date 08/20/2019
11:54 AM PDT


Buyer/Tenant [Signature]
Salyer American Inc, Assignee

Seller/Landlord Marissa Trejo 
Successor Agency

Buyer/Tenant _____

Seller/Landlord _____

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ADDENDUM (ADM PAGE 1 OF 1)



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

Subject: City Council Adoption of Resolution No. 3912 – Acceptance of Public Street Easement related to the Forest/Truman and Baker Reconstruction Project
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, (I) Public Works & Utilities Director

I. RECOMMENDATION:

Council adoption of Resolution No. 3912, accepting the dedication of public street easement related to the Forest/Truman and Baker Reconstruction Project.

II. BACKGROUND:

The City Engineer is continuing work on the improvement project located at Baker and Truman, as part of that work Bill Kemery an adjoining property owner donated the dedication of public street easement to the City of Coalinga.

III. DISCUSSION:

When a dedication of public street easement is offered by a property owner the City of Coalinga must formally accept the dedication. Therefore, staff is recommending approval of Resolution 3912 accepting said dedications.

IV. ALTERNATIVES:

- Do not approve Resolution No. 3912 – Staff does not recommend.
- Amend Resolution No. 3912 and direct staff accordingly

V. FISCAL IMPACT:

The general fund will not be affected by this project.

ATTACHMENTS:

File Name	Description
2580_Kemery_Dedication_Signed_Originals.pdf	Kemery Dedication
RESO#3912_Public_Utility_Easement_Forest_Truman_Baker_Reconstruction_090519.pdf	Resolution No. 3912

RECORDING REQUESTED BY

City of Coalinga
No Fee - Gov't. Code Sections
6103, 27383 & 27388.1(a)(2)(D)

WHEN RECORDED, MAIL TO:

City of Coalinga
155 W. Durian Avenue
Coalinga, CA 93210

ATTN: City Clerk

APN: 071-084-22s

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF EASEMENT

M & S, LLC, a California Limited Liability Company, as to an undivided 75.00% interest and William Kemery, a Single Man, as to an undivided 25.00% interest, GRANTORS, hereby Grant to the City of Coalinga, a Municipal Corporation, GRANTEE, an easement and right-of-way for public street purposes, over, under, through, and across that certain Real Property situated in the City of Coalinga, County of Fresno, State of California, described and shown as follows:

See attached EXHIBITS "A" and "B" incorporated herein by reference.
See attached Resolution No. _____

M & S, LLC, a California Limited Liability Company

by:  _____

Scott Lasher

Dated: 8/15/19

by:  _____

Mark Lasher

Dated: 8-15-19

 _____
William Kemery

Dated: 7-7-19

(attach notary acknowledgement form)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On 8/15/2019 before me, Kelly Fensler, Notary Public,
(Here insert name and title of the officer)

personally appeared Scott Lasher and Mark Lasher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Kelly Fensler

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Deed of Easement

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On August 7, 2019 before me, Kelly Fensler, Notary Public,
(Here insert name and title of the officer)

personally appeared William Kerner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that
~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by
~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Kelly Fensler

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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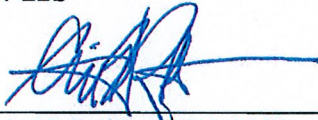
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit "A"
Right of Way Dedication Description

The Easterly 10 feet of lots 20 through 24 in Block 4 of Sunrise Addition according to the map thereof recorded October 7, 1947 in Volume 13 of Plats, at Pages 78 and 79, Fresno County Records.

Said Parcel Contains 2995.33 S.F., more or less
APN: Portion of 071-084-22S

Prepared by:

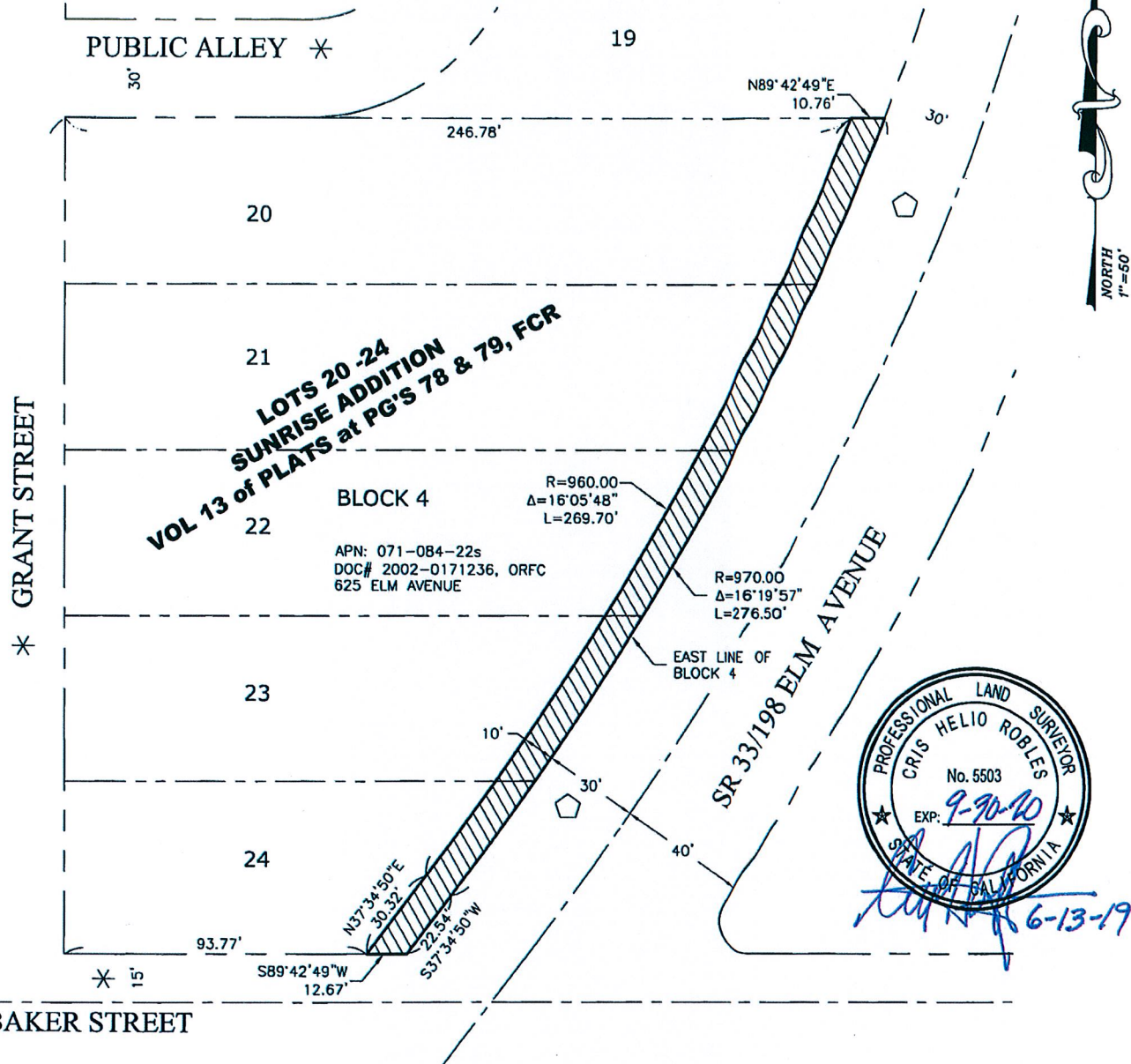

Cris H. Robles, PLS 5503

Date:

6-13-19



EXHIBIT "B"



RECORD OWNER:

M & S, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 75% INTEREST AND WILLIAM KEMERY, A SINGLE MAN AS TO AN UNDIVIDED 25% INTEREST

PROPERTY INFORMATION:

APN: 071-084-22s
SITE ADDRESS: 625 ELM AVENUE
COALINGA, CA. 93210

LEGEND:

- * AREA PREVIOUSLY DEDICATED TO THE CITY OF COALINGA FOR PUBLIC STREET PURPOSES.
- ▨ AREA TO BE DEEDED TO THE CITY OF COALINGA FOR PUBLIC STREET PURPOSES. CONTAINING 2995.33 SQ. FT., MORE OR LESS
- ◻ AREA PREVIOUSLY DEDICATED TO CALTRANS FOR PUBLIC STREET PURPOSES.

City of Coalinga - 2019



Right of Way Dedication
in the City of Coalinga
County of Fresno, State of California



TriCity Engineering
Engineers Surveyors
4630 W. Jennifer Ave. #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX: 559-447-9074
www.TriCityEngineering.com

TCE: JB#2580

RESOLUTION NO. 3912

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA
ACCEPTING A PUBLIC UTILITY EASEMENT RELATED TO THE FOREST / TRUMAN AND
BAKER RECONSTRUCTION PROJECT
(PORTION OF APN NUMBER 071-084-22S)**

WHEREAS, the City Council of the City of Coalinga desires to acquire real property exclusively for public utility purposes;

WHEREAS, the City Council of the City of Coalinga confirms that the real property is that portion of Assessor Parcel Numbers 071-084-22S more particularly described in **Exhibit "A"** (Public Utility Easement), attached hereto and by reference made part hereof.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Coalinga authorizes the City Clerk to hereby proceed with the acceptance, execution, and recordation of the deed of easement as prescribed in Exhibit "A".

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Coalinga on this **5th day of September 2019**, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Ron Lander, Mayor

ATTEST:

City Clerk

EXHIBIT "A"
DEED OF EASEMENT

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

Subject: Consideration of Bid Award for Phelps Avenue Improvements Project
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, (I) Public Works & Utilities Director

I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

Award a Contract in the amount of \$962,454.32 to Bush Engineering, Inc., 518 N. Redington Street, Hanford, CA 93230 for the Phelps Avenue Improvements Project. It is also recommended that a contingency of 10% (\$96,245.43) be included in the Council action to cover any unforeseen incidentals for a total authorization amount of \$1,058,699.75.

II. BACKGROUND:

In August 2016, the Coalinga City Council directed staff to prepare engineering plans and specifications and authorized a call for bids for the Phelps Avenue Improvements Project. The project includes demolition of existing improvements, pulverization of existing AC pavement, grading base material, saw cutting, installation of curb and gutter, valley gutter, median islands, sidewalk, curb ramps, A.C. pavement, aggregate base, existing utility lid adjustment, traffic striping, traffic signage, storm drain inlet, storm drain manhole, storm drain piping, fire hydrants, LED street lights, traffic signal detector loops, landscaping installation, irrigation installation and construction surveying.

III. DISCUSSION:

City Staff received and opened eight bids for this project on August 27, 2019, at 2:00 p.m. Bush Engineering, Inc., was the apparent low bidder with a total bid proposal of \$962,454.32. The Engineer's Estimate was \$823,850.00. The entire bid summary is included as Attachment "A". Bush Engineering, Inc., has furnished the required bid bond. If the City Council decides to award the project to Bush Engineering, Inc., and the "Notice to Proceed" is issued, the contractor will have 45 working days to complete the work. The following is a tentative schedule:

Award of Contract:	September 5, 2019
Start of Construction:	September 23, 2019
Completion of Construction:	November 26, 2019

Coalinga City Council to award the contract and authorize the Mayor and City Clerk to execute the Public Works Agreement in the amount of \$962,454.32 plus a contingency amount of \$96,245.43 for a total authorized amount for this project of \$1,058,699.75.

IV. ALTERNATIVES:

The alternative to this council action would be to reject all bids. If all bids are rejected, the City would have to re-advertise or cancel the project. Staff believes that re-advertising the project will not result in lower bids.

V. FISCAL IMPACT:

Total authorization request for this contract is \$962,454.32 with an additional 10% contingency of \$96,245.43 for a total of \$1,058,699.75. This project is funded by the Remaining RDA Bond Proceeds in the amount of \$358,000 and Measure C – Flexible Funding in the amount of \$700,699.75. There will be no fiscal impact to the General Fund.

ATTACHMENTS:

File Name	Description
 Attachment_A_-_Phelps_Ave_Bid_Summary.pdf	Phelps Ave. Bid Summary

ATTACHMENT "A" BIDS 1-8

Base Bid Items					1		2		3		4		5		6		7		8	
					Bush Engineering, Inc.		R. J. Berry Jr, Inc.		JT2 Inc. dba Todd Companies		Avison Construction, Inc.		A J Excavation, Inc.		Granite Construction Co.		Cal Valley Construction		Don Berry Construction, Inc.	
Item	Description	Unit	Qty.	Engineer's Est.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	MOBILIZATION / GENERAL REQUIREMENTS	LS	1	\$62,401.00	\$ 47,791.08	\$ 47,791.08	\$ 70,000.00	\$ 70,000.00	\$ 58,008.16	\$ 58,008.16	\$ 50,000.00	\$ 50,000.00	\$ 54,000.00	\$ 54,000.00	\$ 110,000.00	\$ 110,000.00	\$ 100,000.00	\$ 100,000.00	\$ 127,000.00	\$ 127,000.00
2	TRENCH SHORING AND WORKER SAFETY	LS	1	\$2,500.00	\$ 1,080.00	\$ 1,080.00	\$ 1,000.00	\$ 1,000.00	\$ 761.60	\$ 761.60	\$ 1,000.00	\$ 1,000.00	\$ 425.00	\$ 425.00	\$ 10,000.00	\$ 10,000.00	\$ 400.00	\$ 400.00	\$ 102,000.00	\$ 102,000.00
3	TRAFFIC CONTROL	LS	1	\$7,500.00	\$ 60,480.00	\$ 60,480.00	\$ 21,000.00	\$ 21,000.00	\$ 4,149.60	\$ 4,149.60	\$ 16,200.00	\$ 16,200.00	\$ 64,000.00	\$ 64,000.00	\$ 116,000.00	\$ 116,000.00	\$ 128,000.00	\$ 128,000.00	\$ 88,000.00	\$ 88,000.00
4	DUST CONTROL	LS	1	\$2,500.00	\$ 4,579.20	\$ 4,579.20	\$ 15,000.00	\$ 15,000.00	\$ 761.60	\$ 761.60	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 23,250.00	\$ 23,250.00
5	PREPARATION, IMPLEMENTATION OF WPCP	LS	1	\$3,500.00	\$ 7,425.00	\$ 7,425.00	\$ 2,500.00	\$ 2,500.00	\$ 3,567.20	\$ 3,567.20	\$ 500.00	\$ 500.00	\$ 2,800.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 9,500.00	\$ 9,500.00
6	CONSTRUCTION SURVEYING	LS	1	\$10,000.00	\$ 7,002.72	\$ 7,002.72	\$ 7,000.00	\$ 7,000.00	\$ 9,077.60	\$ 9,077.60	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,750.00	\$ 14,750.00	\$ 7,200.00	\$ 7,200.00
7	CONCRETE REMOVAL AND DISPOSAL	CY	12	\$4,800.00	\$ 188.33	\$ 2,259.96	\$ 250.00	\$ 3,000.00	\$ 329.09	\$ 3,949.08	\$ 325.00	\$ 3,900.00	\$ 500.00	\$ 6,000.00	\$ 300.00	\$ 3,600.00	\$ 400.00	\$ 4,800.00	\$ 2,600.00	\$ 31,200.00
8	PULVERIZE EXISTING AC PAVEMENT	SF	58,900	\$17,670.00	\$ 0.26	\$ 15,314.00	\$ 0.50	\$ 29,450.00	\$ 0.46	\$ 27,094.00	\$ 0.40	\$ 23,560.00	\$ 0.33	\$ 19,437.00	\$ 0.10	\$ 5,890.00	\$ 0.30	\$ 17,670.00	\$ 0.55	\$ 32,395.00
9	SUBGRADE RECOMPACTION AND GRADING	SF	51,900	\$18,165.00	\$ 0.39	\$ 20,241.00	\$ 1.25	\$ 64,875.00	\$ 0.43	\$ 22,317.00	\$ 0.15	\$ 8,835.00	\$ 0.65	\$ 33,735.00	\$ 0.35	\$ 18,165.00	\$ 0.70	\$ 36,330.00	\$ 0.38	\$ 19,722.00
10	ROADWAY EXCAVATION AND GRADING	CY	360	\$10,800.00	\$ 36.95	\$ 13,302.00	\$ 15.00	\$ 5,400.00	\$ 49.00	\$ 17,640.00	\$ 60.00	\$ 21,600.00	\$ 26.00	\$ 9,360.00	\$ 40.00	\$ 14,400.00	\$ 125.00	\$ 45,000.00	\$ 165.00	\$ 59,400.00
11	TRAIL EXCAVATION AND GRADING	CY	350	\$3,500.00	\$ 44.62	\$ 15,617.00	\$ 15.00	\$ 5,250.00	\$ 50.40	\$ 17,640.00	\$ 40.00	\$ 14,000.00	\$ 17.00	\$ 5,950.00	\$ 10.00	\$ 3,500.00	\$ 100.00	\$ 35,000.00	\$ 184.00	\$ 64,400.00
12	NATIVE SOIL BACKFILL	CY	840	\$8,400.00	\$ 22.06	\$ 18,530.40	\$ 15.00	\$ 12,600.00	\$ 21.58	\$ 18,127.20	\$ 13.00	\$ 6,760.00	\$ 10.00	\$ 8,400.00	\$ 50.00	\$ 42,000.00	\$ 24.00	\$ 20,160.00	\$ 33.25	\$ 27,930.00
13	HOT MIX ASPHALT TYPE A (HMA-A)	TON	1,160	\$92,800.00	\$ 81.48	\$ 94,516.80	\$ 85.00	\$ 98,600.00	\$ 98.46	\$ 114,213.60	\$ 96.00	\$ 111,360.00	\$ 92.00	\$ 106,720.00	\$ 85.00	\$ 98,600.00	\$ 150.00	\$ 174,000.00	\$ 88.00	\$ 102,080.00
14	AGGREGATE BASE CLASS II	TON	1,220	\$36,600.00	\$ 27.51	\$ 33,562.20	\$ 36.00	\$ 43,920.00	\$ 29.11	\$ 35,514.20	\$ 51.00	\$ 62,220.00	\$ 63.00	\$ 76,860.00	\$ 40.00	\$ 48,800.00	\$ 42.00	\$ 51,240.00	\$ 39.50	\$ 48,190.00
15	DECOMPOSED GRANITE	SF	7,070	\$14,140.00	\$ 2.38	\$ 16,826.60	\$ 2.00	\$ 14,140.00	\$ 3.12	\$ 22,058.40	\$ 1.25	\$ 8,837.50	\$ 2.25	\$ 15,907.50	\$ 1.25	\$ 8,837.50	\$ 2.00	\$ 14,140.00	\$ 1.40	\$ 9,898.00
16	CONCRETE 6" CURB AND GUTTER	LF	1,340	\$46,900.00	\$ 27.88	\$ 37,359.20	\$ 30.00	\$ 40,200.00	\$ 28.81	\$ 38,605.40	\$ 35.00	\$ 46,900.00	\$ 29.00	\$ 38,860.00	\$ 20.00	\$ 26,800.00	\$ 20.00	\$ 26,800.00	\$ 29.00	\$ 38,860.00
17	CONCRETE MEDIAN CURB	LF	1,320	\$33,000.00	\$ 25.82	\$ 34,082.40	\$ 22.00	\$ 29,040.00	\$ 25.82	\$ 34,082.40	\$ 30.00	\$ 39,600.00	\$ 26.00	\$ 34,320.00	\$ 18.00	\$ 23,760.00	\$ 18.00	\$ 23,760.00	\$ 22.75	\$ 30,030.00
18	CONCRETE 6" MOWSTRIP	LF	650	\$13,000.00	\$ 19.44	\$ 12,636.00	\$ 16.00	\$ 10,400.00	\$ 20.58	\$ 13,377.00	\$ 20.00	\$ 13,000.00	\$ 25.00	\$ 16,250.00	\$ 12.00	\$ 7,800.00	\$ 12.00	\$ 7,800.00	\$ 14.65	\$ 9,522.50
19	CONCRETE VALLEY GUTTER	SF	1,450	\$17,400.00	\$ 11.10	\$ 16,095.00	\$ 11.00	\$ 15,950.00	\$ 14.51	\$ 21,039.50	\$ 12.00	\$ 17,400.00	\$ 9.00	\$ 13,050.00	\$ 8.00	\$ 11,600.00	\$ 8.00	\$ 11,600.00	\$ 9.30	\$ 13,485.00
20	CONCRETE SIDEWALK	SF	2,310	\$18,480.00	\$ 5.98	\$ 13,813.80	\$ 8.00	\$ 18,480.00	\$ 9.08	\$ 20,974.80	\$ 11.00	\$ 25,410.00	\$ 14.00	\$ 32,340.00	\$ 4.00	\$ 9,240.00	\$ 4.00	\$ 9,240.00	\$ 6.45	\$ 14,899.50
21	CONCRETE CURB RAMP	SF	520	\$10,400.00	\$ 16.64	\$ 8,652.80	\$ 17.00	\$ 8,840.00	\$ 25.71	\$ 13,369.20	\$ 22.00	\$ 11,440.00	\$ 32.00	\$ 16,640.00	\$ 12.00	\$ 6,240.00	\$ 12.00	\$ 6,240.00	\$ 19.90	\$ 10,348.00
22	DECORATIVE CONCRETE CAP	SF	1,480	\$14,800.00	\$ 9.07	\$ 13,423.60	\$ 12.00	\$ 17,760.00	\$ 21.44	\$ 31,731.20	\$ 13.00	\$ 19,240.00	\$ 17.00	\$ 25,160.00	\$ 7.00	\$ 10,360.00	\$ 7.00	\$ 10,360.00	\$ 10.00	\$ 14,800.00
23	EXISTING UTILITY VALVE/METER BOX ADJUSTMENT	EA	3	\$2,700.00	\$ 1,026.00	\$ 3,078.00	\$ 1,000.00	\$ 3,000.00	\$ 322.93	\$ 968.79	\$ 1,000.00	\$ 3,000.00	\$ 1,300.00	\$ 3,900.00	\$ 750.00	\$ 2,250.00	\$ 2,000.00	\$ 6,000.00	\$ 1,050.00	\$ 3,150.00
24	EXISTING MANHOLE ADJUSTMENT	EA	2	\$2,500.00	\$ 2,529.23	\$ 5,058.46	\$ 1,200.00	\$ 2,400.00	\$ 736.40	\$ 1,472.80	\$ 1,300.00	\$ 2,600.00	\$ 1,300.00	\$ 2,600.00	\$ 1,000.00	\$ 2,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,380.00	\$ 2,760.00
25	TRAFFIC SIGNAL PULLBOX ADJUSTMENT	EA	4	\$5,000.00	\$ 1,242.00	\$ 4,968.00	\$ 1,100.00	\$ 4,400.00	\$ 1,120.00	\$ 4,480.00	\$ 600.00	\$ 2,400.00	\$ 590.00	\$ 2,360.00	\$ 1,150.00	\$ 4,600.00	\$ 1,000.00	\$ 4,000.00	\$ 1,275.00	\$ 5,100.00
26	REMOVAL OF EXISTING STRIPING MARKERS	LS	1	\$1,000.00	\$ 7,992.00	\$ 7,992.00	\$ 4,000.00	\$ 4,000.00	\$ 6,868.96	\$ 6,868.96	\$ 8,000.00	\$ 8,000.00	\$ 8,700.00	\$ 8,700.00	\$ 6,100.00	\$ 6,100.00	\$ 6,133.00	\$ 6,133.00	\$ 8,200.00	\$ 8,200.00
27	CURB MARKINGS	LF	120	\$360.00	\$ 10.80	\$ 1,296.00	\$ 10.00	\$ 1,200.00	\$ 2.24	\$ 268.80	\$ 13.00	\$ 1,560.00	\$ 11.00	\$ 1,320.00	\$ 10.00	\$ 1,200.00	\$ 2.00	\$ 240.00	\$ 11.00	\$ 1,320.00
28	THERMOPLASTIC TRAFFIC STRIPING	LF	1,630	\$11,410.00	\$ 1.62	\$ 2,640.60	\$ 1.50	\$ 2,445.00	\$ 6.16	\$ 10,040.80	\$ 2.00	\$ 3,260.00	\$ 1.80	\$ 2,9						

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

Subject: Authorize Police Department to Redirect The Remaining Capital Project Funds to Replace The Department's Access Control System
Meeting Date: Thursday, September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, (I) Chief of Police

I. RECOMMENDATION:

The Police Department requests the remaining funds in the Department's Capital Project account be used to replace the outdated and aging Access control system

II. BACKGROUND:

The police department installed the Access Control System 25 years ago and have only updated the software and the computer once

III. DISCUSSION:

3 months ago the computer that controls the Access Control System for the department crashed and I currently have no access to my system and unable to add or delete users. The cards that are currently active in the system are still working, but I have no control over the system.

I have obtained a new computer but the software is no longer supported and I am unable to locate anyone to reinstall my access control program.

I have contacted two companies that work on access control system and have and requested they provide a quote that removed the old control panel out of dispatch and install a new access control system. Tel-Tec quoted me \$30,000.00 to put a new system in or \$35,000.00 to add the police department to city's access control system. The reason for the additional cost to add police department to city hall is due the labor and amount of wiring needed to run from the department to city hall and Tel -Tec is unable to remove the old panel out of dispatch.

I have also been in contact Security First out of Visalia and requested the same work. They advised it would cost approximately \$40,000.00 to install a new access control system and to remove the old panel and wiring. This will not connect into the City system.

The Police Department recommends Security First as they are able to complete the full project.

IV. ALTERNATIVES:

1. Council can decide not to approve this request; or
2. Council can approve the request with the work being done by Tel-Tec rather than Security First.

V. FISCAL IMPACT:

The funds for this project is available in the department's current fiscal years budget from account number 101-413-9805 and there would be no impact to the City's General Fund. The total cost of the project would be approximately \$40,000.00.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Declare Old Animal Control Truck as Surplus Property
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, (I) Cheif of Police

I. RECOMMENDATION:

Staff recommends that Council allow the police department to declare 1 2009 Ford F-150 Crew Cab truck used by the former Animal Control Officer as surplus property and allow the vehicle to be sold to the Parlier Police Department.

II. BACKGROUND:

In July 2019, City turned its animal control services over to Gimmie Love and placed, then animal control officer (ACO) in the police academy.

III. DISCUSSION:

The Police Department bought the 2009 Ford F-150 10 years ago as a patrol vehicle and over the years turned it into an animal control vehicle when previous ACO vehicle was taken off line.

In July 2019, the police department contracted with Gimmie Love to take over animal control services for the city at which time the city sold a van to Gimmie Love. The animal control officer was placed in the Fresno Police Academy and the vehicle has been parked in the back of the police department since June 11, 2019.

I have been contacted by the Parlier Police Department regarding this vehicle and they are now requesting to purchase the vehicle for a minimal fee.

The Department recommends the council approve the sale of this vehicle and allow Parlier Police Department to purchase the vehicle for the price of \$1.00. With the understanding the receiving government agency is responsible for all DMV fees, smog requirements, and transfer fees.

IV. ALTERNATIVES:

The Council can deny the surplus of the ACO vehicle and the sale.

V. FISCAL IMPACT:

Fiscal impact would be a positive cash flow of \$1.00 to the general fund.

ATTACHMENTS:

File Name	Description
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No Attachments Available

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

Subject: Police Department's Monthly Report
Meeting Date:
From: Marissa Trejo, Citry Manager
Prepared by: Darren Blevins, (I) Cheif of Police

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
□ July_August_2019_Monthly_Report.docx	July / August 2019 Monthly Report



COALINGA POLICE DEPARTMENT'S
MONTHLY REPORT
July/August 2019

Staffing Report:

- ▶ Authorized Strength: 13 sworn/ 17 funded FY 2019/2020
- ▶ # of Personnel Available: 10
- ▶ # of Personnel Modified Duty: 0
- ▶ # of Personnel in field training: 1
- ▶ # of Full Time Vacancies: 4
- ▶ # of Personnel out injured 2

Our Successes:

Total Incidents	2267
Calls for Service	1701
Officer Initiated Incidents	566
Traffic Stops	150
Other OIA Incidents	416
Bus/Building checks	36
Veh/Ped Check	94
 Total Officer Reports	191
Collision	12
Courtesy	1
Criminal Collision	1
Felony	35
Information	43
Infraction	1
Misdemeanor	79
Voided	2
Unclassified Reports	17
 Total Misdemeanor & Felony Arrests	67
Misdemeanor Arrests	47
Felony Arrests	20
 Total Citations	52
Infraction	19
Misdemeanor	2
Moving Vehicle	8
Parking	20
Unclassified	3
 FIs	1

Coalinga Police Department
UCR Statistics

	Jul/Aug 2018	Jul/Aug 2019	Change
Homicide	1	0	100.00%
Rape	0	0	0.00%
Robbery	1	0	-100.00%
Aggravated Assault	11	4	-63.64%
Simple Assault	16	13	-23.08%
Burglary	21	7	-200.00%
Theft	26	14	-85.71%
Auto Theft	6	1	-500.00%
Total	81	39	-107.697%

The City has shown a reduction in all Part 1 Crimes during the months of July and August 2019 compared to the same time last year and 1 category remained at 0%. The men and woman of the police department are working hard to keep these crimes down, in light of the staffing levels

Current DA Filing Rate;

Cases Submitted to DA	<input type="text" value="5"/>	
Charges Filed	<input type="text" value="3"/>	(60%)
Declined to Prosecute	<input type="text" value="2"/>	(40%)
Other Disposition from DA	<input type="text" value="0"/>	

Reasons Declined to Prosecute

Furtherance of Justice	<input type="text" value="0"/>	
Lack of Evidence	<input type="text" value="1"/>	(50%)
Mutual Combat	<input type="text" value="0"/>	
Pending FU	<input type="text" value="0"/>	
Pled to another charge/case	<input type="text" value="0"/>	
Statue of Limitations	<input type="text" value="0"/>	
Victim Request	<input type="text" value="0"/>	
Other	<input type="text" value="1"/>	(50%)

Dispatch Total Calls For Service

Over the last two months, dispatch has handled between Parlier PD and Coalinga PD a total of 6,073 calls for service or officer-initiated traffic.

Animal Complaints:

The police department responded to 7 animal complaints over the last two months and issued 1 citation for dog at large.

Staffing

The Police Department currently allotted 17 full time positions. Of the 17 full time positions, 2 are funded through Measure J and another 2 are funded by the school and college district. The department currently has 13 uniformed patrol officers and of those 13, 2 are off injured and 2 are administrators. The department is unable to fill the Campus officer or SRO position because of the current staffing levels. All uniformed officers are currently assigned to patrol.

We are currently have 2 officer candidates in the hiring process and hope to have one of them sworn in soon along with a new dispatcher. The hiring process is slow only because of the city's location and the current benefit package we offer.

Respectfully Submitted:

Darren L. Blevins

Darren Blevins
Chief of Police

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

Subject: Public Works & Utilities Monthly Report for August 2019
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, (I) Public Works & Utilities Director

I. RECOMMENDATION:

Approve Public Works & Utilities Monthly report for August 2019.

II. BACKGROUND:

None.

III. DISCUSSION:

None.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name	Description
□ Monthly_Report_August_2019.docx	Monthly Report August 2019



**PUBLIC WORKS AND UTILITIES DEPARTMENT
MONTHLY REPORT FOR
AUGUST 2019**

***Note: New items and updates from last month's report are in bold print.**

PUBLIC WORKS

Natural Gas Distribution:

- Installed 2 new gas service lines for D.R. Horton
- Repaired 4 gas leaks from gas leak survey
- Annual cathodic protection survey has been completed
- Installed new gas service meter for 250 Van Ness
- **Installed new gas meter for 1717 W. Elm**
- **Installed 5 new gas service lines for K-Hovnanian (Posa Chanet)**
- **Preparing for Gas system Audit first week in Sept.**

Water Distribution:

- Installed a new 2" water service line for 250 Van Ness
- Repaired 2" water leak Coyote Springs
- Repaired 2" water service leak 1225 W. Elm
- Repaired water service line leak 590 N. Fourth St.
- **Repaired water leak 138 W. Polk**
- **Repaired 4" water main leak Conn Ave**
- **Repaired water leak S. Joaquin**
- **Repaired 8" water main leak Farm of the future Gale Ave**

Wastewater Collection:

- Cleaned out Sandalwood lift station
- Cleared sewer blockage 101 W. Polk
- **Cleared sewer blockage Springbrook St.**

Sidewalks:

No Activity at this time.

Parks:

- New tennis court netting for Centennial Park has been ordered- New Netting has been installed
- New park tables, trashcans, BBQs, drinking fountains and light poles have arrived for Sandalwood and Centennial Parks - **We have started installing new trash receptacles in Sandalwood and Centennial Parks all new park equipment should be installed by end of September.**

Miscellaneous:

- Wood chip should be installed in a few weeks Posa Chanet Blvd.-**Postponed**
- Painting of Red curbs by hydrants as begun- **Moving forward in repairing red curbs that had already been painted and continue with painting of red curbs.**
- 2 Dead trees have been removed on Monterey- **we will start removing dead trees in September.**
- Trees and bushes along Monterey have been trimmed
- Trees along Cherry Lane have been trimmed to height
- Re painting of cross walks around school zone will began first week in August
- **Installed 2 Recycle receptacles one in frame Park and one by Motts fountain.**
- **Removed Graffiti behind 825 S. Coalinga**
- **Installed new street name signs for Riesling Ln**

Targeted Efforts to Enhance City Image and Business Appeal/Attraction:

No activity for the month of **August.**

UTILITIES

- Northwest Booster Station – P20 is down. P20 motor & pump have been sent out for repairs. **Repairs should be complete mid-October**
- Northwest & Oil King Booster Sta. looking into replacing old air compressors and surge tanks with new equipment. **Tri City Eng. now working on this**
- City wide fire hydrant flushing. **Will began sometime in September.**
- Goldsmith Company came out to look at the surge tanks and compressors at the booster sta. and water plant. We got a quote and I will be going over it with Sean. On Hold
- Oil King Booster Station – P17 is down. P17 motor & pump have been sent out for repairs. Waiting for council approval to move forward with repairs. Council has approved repairs. **Repairs should be complete mid-October.**
- **Crews have cleaned and weeded around the all the reservoirs and booster sta.**

PUBLIC UTILITIES COORDINATOR

MyCivic

I was assigned to coordinate with MyCivic to develop a mobile app to facilitate better communication between the City and citizens. This application is intended to supplement our online presence alongside our website.

- Completed CMS and Report An Issue (RAI) Training
- Built initial list for RAI
- Updated/added general information
- Redesigned some aspects of the UI

- **Business Module Completed**
- **Report an Issue Module Completed**
- **Updated Places, Calendar, and PSA sections**
- **Added Veteran Banner Program section**
- **Restructured menu hierarchy**

CivicReady

Assigned to find a solution to requirements from the state to have an emergency notification plan (boil water notices, water events, natural gas emergencies, etc). CivicReady is an extension to our website, so it is an easy fit.

- Completed Network Admin training
- Built Public Works groups/users
- Tested network
- Whitelisted appropriate IPs (through code3)
- **Beginning approval form & IPAWS application**
- **Created webpage links**

Water Plant/Wastewater Video Surveillance

I was asked to build out a site-to-site networked surveillance system for both the water plant and the wastewater plant.

- Created and priced a model that would provide full video surveillance of both the water plant and wastewater plant. This would be attached to the water plants current network infrastructure. It would include 12 cameras (mix of 4k and 1080p), point to point wireless connections, and a video storage solution. Wastewater would require a router, POE+ switch, and 5 cameras.
- Coordinating with Alpha Video Surveillance to price installation and design of a similar system. This price will show both a managed and unmanaged solution. **I am still awaiting a response.**

SCADA Updates

- Process of updating the Windows environment destroyed data links. Had to rebuild data links for both PCs
- **Provided updates to systems including: PC's, iPads, and VPN interface**

Cross Connection Control

- Second reading of ordinance has gone through
- "Water Use Survey's" ready to be conducted in August when Ordinance 770 goes into effect.

Cathodic Annual Survey

I was asked to assist with coordinating the annual cathodic survey of our natural gas network. The survey starts on July 30th and should last until August 2nd.

- Created “Isolated Riser List” for 2019.
- Tested to make sure Annual test point list was only using valid test points.
- Tested Watch Dog Scout system to ensure they were still operating properly.
- **Coordinated efforts with Corpro to complete cathodic survey**

WATER TREATMENT PLANT (WTP)

Alum sludge piles: We currently have about 4,000 tons of sludge to be removed. Jim Biscoe Company out of Chowchilla will be hauling off the piles starting mid-July. (\$96 ton, haul off 250 tons a day). Approximately 2,200 tons of sludge was removed off site to Avenal Landfill.

Project has been Completed.

Working on card lock system for rolling gates, control room, shop, carbon room and rapid mix room. Charles Seders Construction is installing card lock system for the roll gates & control room doors. Work should begin July 8. New doors have been installed to the lab building. Working on running Electrical for the roll gates card read security system. **Project should be completed by end of September.**

Repair back fencing north of the WTP. Charles Seders Construction has also giving us a quote. Work should begin mid to late July. Work has begun and has been completed on replacing 600' of new chain link fencing. **Completed**

RFC Control Switches for all three filter buildings are down. Solomon Electric came out to trouble shoot. He can't seem to find the problem. Still on going, have contacted Dan McKay for a little asst. Still in progress. A new Analog Input Card was installed. All equipment up and running again. **Completed**

UCMR4 Sampling is schedule for March and once every ¼ after that for the rest of the 2019 year. BSK Lab is doing the testing. **Next testing dates will be September 13, 2019.**

Rosemounts and tank level sensors are being calibrated by Solomon Electric. **This project hasn't started yet.**

Solomon Electric is working on getting quote for backup Generator for the Water Plant. **On going**

Rec Basin was drained and washed and cleaned out for annual maintenance. Complete

Chemical room flooded on May 3 at 11pm. All pumps, motors and electrical panel were damaged in the flood. Solomon Electric is building new Electrical & PLC panels for pumps and motors to work with SCADA system. Project should be completed by end of August. **Project has been completed and back online working with SCADA system.**

Patriot Environmental Services has started to haul off some of the old chemical that was used years ago and not being used now (Carbon, Sulfur Acid, ect.). **All chemical should be removed by the end of September.**

Patriot is also getting us a quote to haul off what is left in the fluoride tank and to wash it out. **Chemical should be removed and tank washed out by end of September.**

Surveillance security camera system getting quotes for WTP & WWTP. **Got a quote back from Alpha Surveillance.**

Westland Canal did some Copper Sulfate treatment to the canal on August 21, 2019. Completed and everything went great. Next schedule treatment for Copper Sulfate is September 24, 2019

PG&E came out and checked their transformer for a short in the line that supplies power to the water plant. Waiting on a plan from PG&E

Crew are busy painting basin 3 travel bridge

Three new Water Apprentices Operators should start Aug 5, 2019

South Moss screen at influent intake is down looking for company to check it out. **Found company just waiting on a quote to come out and look at it.**

Decant pump for Basin 1 & 2 has been repair and will be put back in service end of September.

Pinto St. – Approximately 30' of new fencing was installed on city RW cause by vegetation fire. **Completed**

P4 pump is out of service. Check valve went bad. Waiting on new valve replacement. **Installed a new check valve P4 back in service.**

P6 wash water pump had a leaking check valve. Installed new 6" check valve.

P7 wash water pump had a leaking check valve. Installed new 6" check valve.

Univar – Working with company to remove acid tank.

WASTEWATER TREATMENT PLANT (WWTP)

Drying beds:

Other items at Wastewater Plant:

- Primary effluent pump installed and operating normally. Second Effluent Pump will be back and installed mid-July. Second Effluent back in service.
- City crew working on getting pond 3 & 4 cleaned by spraying and burning the weeds, cattails and small trees. Ponds 3 & 4 starting to look good, but still have spraying and burning to do. **On going**
- Old Rifle Range Tires – **Waiting on Shamrock to sign City RFP**
- **Surveillance security camera system getting quotes.**
- Working on getting Clarifier and Digester repaired and back in service. **Crew has been flushing out lines and repairing diffusers on the digester.**
- **Clarifier has had some repairs done as well. Railing has been painted, all metal and the walls have been pressure wash to install protective coating and sweep arm has been taken down and is being worked on by West Hills Machine for repairs. Waiting on quotes for new weirs and sealant.**
- Crews have been doing some painting around the plant.
- **West Hills installed some new locking mechanism on the C- trains.**

CITY ENGINEER

Project Status Update as of August 27, 2019:

1. Cambridge Signalization
 - a. Caltrans has approved the Encroachment Permit.
 - b. **The Right of Way Package was approved by Caltrans and the request for authorization of Construction was submitted on August 14th. Once we receive authorization for construction the project will be put out to bid.**

- c. Construction anticipated Fall/Winter of 2019.
2. Rule 20A Undergrounding
 - a. City Engineer working with PG&E to underground overhead utilities on Elm Avenue from Cambridge Avenue to just south of Cherry Lane.
 - b. Project moving along slowly and is still years away from construction.
3. Phelps Ave Improvements
 - a. **Bids were open August 27th and project award is set for September 5th Council Meeting. The project is anticipated to begin construction on September 23rd.**
 - b. Plans have been resubmitted to Caltrans and we are awaiting comments. **There were some minor comments on the last submittal that were addressed. The encroachment permit should be approved any day.**
4. ATP 2017 Cycle 3 Sidewalk Gap Improvements
 - a. City was awarded additional funds for the project for a total grant amount of \$1,284,000 and a local match of \$175,000.
 - b. **The project has been given an extension of 20 months to work with Caltrans and Fresno Council of Governments to find the best solution for the project.**
 - c. Meeting with the School went well and the design is taking the information from the meeting into account.
 - d. Topographic survey has been completed and design is underway.
5. ATP Cycle 4
 - a. City was awarded a grant in the amount of \$951,360 with a local match of \$66,360.
 - b. **The request for environmental studies was submitted to Caltrans on August 8th. The request will be on the October CTC agenda. Once the request is approved an RFQ will be released for Environmental Studies on the trail segments adjacent to the creek.**
6. RSTP - Forest/Truman from 1st to Elm
 - a. City was awarded additional funds for the project for a total grant amount of \$1,400,000 and a local match of \$125,000.
 - b. **Caltrans has approved the Encroachment Permit. Project will be released for bidding in the coming weeks.**
 - c. Anticipate construction in Fall 2019.
7. CMAQ - Paving of Various Alleys Ph. 3
 - a. Topographic survey has been completed and design is underway.
 - b. **Construction has been put off until next fiscal year due to wanting to replace underground utilities in the alleys.**
8. Water Treatment Plant Permanent TTHM Reduction Project
 - a. With Regional Water Resources Control Board review and approval permanent acid storage and feeding facilities changed to liquid CO2 for plant operator safety.
 - b. Design of permanent facilities in progress.
 - c. Anticipate construction in Spring 2019.

9. WWTP Concrete Yard Boxes and Ponds Rehabilitation Project
 - a. Bids opened on November 8, 2018 and they came in over budget.
 - b. **Working with the City to reduce project scope and re-release for bidding.**
10. City Standard Updates
 - a. City Engineer has been directed to begin updated the City Standards to comply with recent standards. The city standards were last updated in 2006.
 - b. Water Standard Plan update to backflow preventer started.

DIRECTOR

- Working with Tanko Lighting on contract execution in order to begin the street light acquisition feasibility.
- Executed updated Contract for Services with City Engineer and MKN Consulting to finish the plans and specifications for the TTHM Project due to the recent change in engineering support services.
- Derrick Bypass / Reservoir Assessment: Working with MKN and City Engineer to establish a scope of work in order to proceed with the design and specifications for the rehab/replacement of the bypass in order to facilitate Derrick Tank assessment.
- Coordinating Water Plant staff and the City Engineer to continue the SCADA project moving forward with Frisch Engineering.
- Executed the professional services agreement with Environmental Permitting Specialist for the Coalinga Water Plant PSM/RMP.
- Working with the City Engineer on location for secondary road into the Wastewater Plant per the wastewater bond project list.
- Developing cost estimate for design and construction of center medians throughout the City.
- Coordinating efforts with Caltrans to look into options of school zone designations near the Faith Christian Academy School.
- Working on an abandonment of an easement located on Monroe Street near Faith Christian H.S.
- Received and currently reviewing grant writing proposals – staff received 7 proposals and expects to bring forward a recommendation to the City Council on September 19th.
- Preparing project list for upcoming CMAQ and STBG Call for Projects. Considering Full reconstruction of Polk Street from Elm Ave to Monterey and additional trail segments from the trail master plan.
- Working with the City Attorney to start the process of increasing our Force Account under the Uniform Public Construction Cost Accounting Act.

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

Subject: Introduce and Waive First Reading of Ordinance No. 832 Adding Chapter 16 to Title 5 of the Coalinga Municipal Code to Regulate Smoking and Tobacco Product Use

Meeting Date: September 5, 2019

From: Marissa Trejo, City Manager

Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Introduce and Waive First Reading of Ordinance No. 832 Adding Chapter 16 to Title 5 of the Coalinga Municipal Code to Regulate Smoking and Tobacco Product Use in the City of Coalinga.

II. BACKGROUND:

On June 20, 2019 Council approved updating city definition of tobacco products and smoking to align with State of California's definition. The Department of Public Health has provided a proposed ordinance which will fit the City of Coalinga and which prohibits smoking in public parks, in addition to any other "recreational area" defined to mean an area owned or controlled or used by the City of Coalinga and open to the general public for recreational purposes including parks, playgrounds, sports fields, walking paths, and bike trails. The ordinance prohibits smoking in those areas in addition to other public places being used as a public event such as a parade, farmer's market or other festival open to the general public.

III. DISCUSSION:

The ordinance does not prohibit smoking at any other location other than one owned or controlled or used by the City. The provision of proposed 5-16-4(d), although phrased to apply to any person, employer or non-profit entity, includes the City and requires the City erect appropriate signs notifying persons of the prohibitions against smoking in recreational areas or other areas used by the City and within 25 feet thereof. The ordinance does not impose any requirement on any person, employer or non-profit entity using an unenclosed area if it is not being used by the City or is not owned or controlled by the City. The requirements for the placement of signs, therefore, apply only to the City.

Although the provision states that the presence or absence of a sign is not a defense to a charge of smoking or the use of a tobacco product in violation of the ordinance, to make the ordinance enforceable, there does need to be signage erected at appropriate locations as mandated by Section 5-16-4(d).

Otherwise, although one is presumed to know what the law is, in a criminal enforcement proceeding, (violation of the ordinance is an infraction) a person clearly has a defense to the type of citation that could be issued under this ordinance if there is no sign because he has not received what the law characterizes as the constitutionally required "fair notice" of the prohibitions of the ordinance. Consequently, code enforcement, Police or any other officer of the City cannot consistent with law, take enforcement action, by issuance of a citation, or otherwise unless and until the signs are erected and in place. The penalties and enforcement clause (at 5-16-5) is standard for most provisions of this type and makes the remedies and enforcement mechanisms provided cumulative",

meaning the City can enforce the ordinance by issuing a citation in accordance with the citation issuance procedures currently in the Municipal Code. The fine proposed to be imposed for the infraction is \$100. Higher fees or penalties could be obtained (up to \$1,000) by filing a civil action, which would be likely reserved for what are repeat offenders.

B. Revisions to Proposed Ordinance

Although the ordinance prohibits smoking in public places other than Parks and Recreation areas such as at a parade or farmers market open to the public, it would not be practical to install permanent signage as such areas are used for other activities besides public events, which typically last for a temporary period of time. Accordingly, temporary signage or other notification is required to be provided to those attending public events by the person or entity sponsoring the event.

The provision at subdivision (d) of 5-16-4 provides for the posting of signage at the "point of ingress" to the particular area and in the case of a City park, there is typically no specific point of ingress. The posting of a sign at the point of ingress, therefore, to most City parks would mean posting a sign in the most conspicuous point at each area in which a park may be entered which, for a park surrounded by City streets would mean posting no less than 4 signs along the frontage of each street where it meets the park.

IV. ALTERNATIVES:

The Council can choose to amend the proposed ordinance and direct staff to bring back a revised ordinance for first reading or bring the amendments, if determined to be minor, back to the council at their next meeting to waive the second reading and adopt the ordinance.

V. FISCAL IMPACT:

No fiscal impact to the General Fund for signage. Signage will be provided by Fresno County Department of Public Health.

ATTACHMENTS:

File Name	Description
 Ordinance_832_City_of_Coalinga__Smoke_Tobacco_Free.docx	Ordinance 832

ORDINANCE NO. 832

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA ADDING COALINGA MUNICIPAL CODE SECTION 5-16 TO REGULATE SMOKING AND TOBACCO PRODUCT USE IN THE CITY OF COALINGA

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health challenge, as evidenced by the following:

- 480,000 people die prematurely in the United States from smoking-related diseases every year, making tobacco use the nation's leading cause of preventable death;¹ and
- Tobacco use can cause disease in nearly all organ systems and is responsible for 87 percent of lung cancer deaths, 79 percent of all chronic obstructive pulmonary disease deaths, and 32 percent of coronary heart disease deaths;² and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;³ and
- The California Air Resources Board placed secondhand smoke in the same category as the most toxic automotive and industrial air pollutants by categorizing it as a toxic air contaminant for which there is no safe level of exposure;^{4,5} and
- The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;⁶ and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke occurs at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on direction and amount of wind and number and proximity of smokers;^{7,8} and
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the "hazardous" range on the United States EPA's Air Quality Index;⁸ and
- To be completely free from exposure to secondhand smoke in outdoor places, a person

may have to move nearly 23 feet away from the source of the smoke, about the width of a two-lane road;^{8,9} and

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;^{2,10} and
- Secondhand smoke is responsible for an estimated 41,300 heart disease-related and lung cancer-related deaths among adult nonsmokers each year in the United States;¹⁰ and
- Exposure to secondhand smoke increases the risk of coronary heart disease by about 25 percent to 30 percent¹¹ and increases the risk of stroke by 20 percent to 30 percent;¹² and

WHEREAS, tobacco use and exposure to secondhand smoke impose great social and economic costs, as evidenced by the following:

- Between 2009 and 2012, the total annual economic burden of smoking in the United States was between \$289 billion and \$332.5 billion;¹ and
- From 2005 to 2009, the average annual health care expenditures attributable to smoking were approximately \$132.5 billion to \$175.9 billion in direct medical care costs for adults and \$151 billion in lost productivity;¹ and
- The total annual cost of smoking in California was estimated at \$548 per resident or between \$2,262 and \$2,904 per smoker per year;¹³ and
- California's Tobacco Control Program saved the state and its residents \$134 billion in health care expenditures between the year of its inception, 1989, and 2008, with savings growing yearly;¹³ and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and medical costs with a review of over 80 peer-reviewed research studies showing that smoke-free policies effectively do the following:

- Reduce tobacco use: tobacco use is reduced by median of 2.7 percent;¹⁴ and
- Reduce exposure to secondhand smoke: air pollution is reduced by a median of 88 percent and biomarkers for secondhand smoke are reduced by a median of 50 percent;¹⁴ and
- Increase the number of tobacco users who quit by a median of 3.8 percent;¹⁴ and
- Reduce initiation of tobacco use among young people;¹⁴ and

- Reduce tobacco-related illnesses and death: there is a 5.1 percent median decrease in hospitalizations from heart attacks and a 20.1 percent decrease in hospitalizations from asthma attacks after such laws are passed;¹⁴ and

WHEREAS, laws restricting electronic smoking devices use also have benefits to the public as evidenced by the following:

- Research has found at least ten chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm,^{6, 15, 16, 17} such as formaldehyde, acetaldehyde, lead, nickel, and toluene;^{18,19, 20} and
- More than one study has concluded that exposure to vapor from electronic smoking devices may cause passive or secondhand vaping;^{18,20,21} and
- The use of electronic smoking devices in smoke-free locations threatens to undermine compliance with smoking regulations and reverse the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment;²² and
- The State of California's Tobacco Education and Research Oversight Committee (TEROC) "opposes the use of e-cigarettes in all areas where other tobacco products are banned;"²³ and

WHEREAS, smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease, as evidenced by the following:

- Smokeless tobacco use is associated with oral, esophageal, and pancreatic cancers;²⁴ and
- Smokeless tobacco is associated with increased risk for heart disease and stroke,^{25, 26, 27} stillbirth and preterm delivery,^{1, 28} and Parkinson's disease;¹ and

WHEREAS, cigarette butts are a major and persistent source of litter, as evidenced by the following:

- In 2007, it was estimated that Americans consume 360 billion cigarettes each year;^{29, 30} and
- 55.7 percent of smokers admit to littering cigarettes in the last month;³¹ and
- In an observational study of nearly 10,000 individuals, after cigarettes were smoked, 45 percent of cigarettes ended up as litter;³⁰ and
- In 2011, 22.6 percent of all debris collected from beaches and coastal areas are smoking related products;³² and

- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean;^{32, 33} and

WHEREAS, cigarette butts pose a health threat to young children, as evidenced by the following:

- In 2012, American poison control centers received nearly 8,648 reports of poisoning by the ingestion of cigarettes, cigarette butts, and other tobacco products and 84.5 percent of these poisonings were in children ages five and younger;³⁴ and
- Children who ingest cigarette butts can experience vomiting, nausea, lethargy, and gagging;³⁵ and

WHEREAS, state law prohibits smoking within 25 feet of playgrounds and tot lots and expressly authorizes local communities to enact additional restrictions;³⁶ and

WHEREAS, there is broad public recognition of the dangers of secondhand smoke and support for smoke-free air laws, as evidenced by the following:

- A 2008 survey of California voters found that 97 percent thought that secondhand smoke is harmful, 88 percent thought secondhand smoke was harmful even outdoors, 65 percent were bothered by secondhand smoke, and 73 percent support laws restricting smoking in outdoor public places;³⁷ and

WHEREAS, as of April 2014, at least 131 local jurisdictions in California prohibit the use of electronic smoking devices in specific locations;³⁸ and

WHEREAS, as of January 2015, there are at least 348 California cities and counties with local laws restricting smoking in recreational areas;³⁹ and

WHEREAS, there is no Constitutional right to smoke;⁴⁰

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COALINGA DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 16 of Title 5 of the Coalinga Municipal Code is added to read as follows:

Section 2. **DEFINITIONS.** The following words and phrases, whenever used in this 5-16 have the meanings defined in this section unless the context clearly requires otherwise:

- (a) “Electronic Smoking Device” means an electronic device that can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.
- (b) “Public Place” means any place, publicly or privately owned, which is open to the general public regardless of any fee or age requirement.
- (c) “Reasonable Distance” means a distance of twenty-five (25) feet in any direction from an area in which Smoking is prohibited.
- (d) “Recreational Area” means any area that is owned, controlled or used by the City Coalinga and open to the general public for recreational purposes, regardless of any fee or age requirement. The term “Recreational Area” includes but is not limited to parks, picnic areas, playgrounds, sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, amusement parks, and beaches.
- (e) “Smoke” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization, when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoke” includes, but is not limited to, tobacco smoke, Electronic Smoking Device vapors, cannabis smoke, and crack cocaine smoke.
- (f) “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, Electronic Smoking Device, cannabis or any plant product intended for human inhalation.
- (g) “Tobacco Product” means:
 - (1) Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether Smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; and

(2) Any Electronic Smoking Device.

(3) Notwithstanding any provision of subsections (1) and (2) to the contrary, “Tobacco Product” includes any component, part, or accessory intended or reasonably expected to be used with a Tobacco Product, whether or not sold separately. “Tobacco Product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(h) “Unenclosed Area” means any area that is not an Enclosed Area.

Sec. 16-5-2. PROHIBITION OF SMOKING AND TOBACCO PRODUCT USE IN UNENCLOSED AREAS

(a) Smoking and the use of Tobacco Products is prohibited in the Unenclosed Areas of the following places within the City of Coalinga:

(1) Recreational Areas;

(2) Other Public Places, when being used for a public event, including but not limited to a farmers’ market, parade, craft fair, festival, or any other event open to the general public / , provided that Smoking is permitted on streets and sidewalks used only as pedestrian or vehicular thoroughfares, unless otherwise prohibited by this 5-16 or other law.

(b) Nothing in this Article 5 Chapter 16 prohibits any Person, Employer, or Nonprofit Entity with legal control over any property from prohibiting Smoking and Tobacco Product use on any part of such property, even if Smoking or the use of Tobacco Products is not otherwise prohibited in that area.

Sec. 16-5-3. REASONABLE SMOKING DISTANCE REQUIRED

(a) Smoking in all Unenclosed Areas shall be prohibited within a Reasonable Distance from any doorway, window, opening, crack, or vent into an Enclosed Area in which Smoking is prohibited except while the Person Smoking is actively passing on the way to another destination .

(b) Smoking in Unenclosed Areas shall be prohibited within a Reasonable Distance from any Unenclosed Areas in which Smoking is prohibited under Sec. 16-3 of this Article 5/ chapter 16, except while the Person Smoking is actively passing on the way to another

destination and provided Smoke does not enter any Unenclosed Area in which Smoking is prohibited.

Sec. 16-5-4. OTHER REQUIREMENTS AND PROHIBITIONS

- (a) No Person, Employer, or Nonprofit Entity shall knowingly permit Smoking or the use of Tobacco Products in an area which is under the legal or de facto control of that Person, Employer, or Nonprofit Entity and in which Smoking or the use of Tobacco Products is prohibited by law.
- (b) No Person, Employer, or Nonprofit Entity shall knowingly or intentionally permit the presence or placement of ash receptacles, such as, for example, ash trays or ash cans, within an area under the legal or de facto control of that Person, Employer, or Nonprofit Entity and in which Smoking or the use of Tobacco Products is prohibited by law, including, without limitation, within a Reasonable Distance required by this 5-16 from any area in which Smoking or the use of Tobacco Products is prohibited. Notwithstanding the foregoing, the presence of ash receptacles in violation of this subsection shall not be a defense to a charge of Smoking or the use of Tobacco Products in violation of any provision of this 5-16.
- (c) No Person shall dispose of used Smoking or Tobacco Product waste within the boundaries of an area in which Smoking or Tobacco Product use is prohibited, including within any Reasonable Distance required by this 5-16.
- (d) A Person, Employer, or Nonprofit Entity that has legal or de facto control of an area in which Smoking and the use of Tobacco Products is prohibited by this 5-16 shall post a clear, conspicuous and unambiguous “No Smoking” and “No Use of Tobacco Products” or “Smokefree” and “Tobacco-Free” sign at each point of ingress to the area, and in at least one other conspicuous point within the area. The signs shall have letters of no less than one inch in height and shall include the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it). Signs posted on the exterior of buildings to comply with this section shall include the Reasonable Distance requirement set forth in Sec. 5-16-4. At least one sign with City of Coalinga phone number to which complaints can be directed must be placed conspicuously in each place in which Smoking is prohibited. For purposes of this section, the City Manager or his / her designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the City of Coalinga. Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking or the use of Tobacco Products in violation of any other provision of this 5-16.

- (e) No Person, Employer, or Nonprofit Entity shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another Person who seeks to attain compliance with this 5-16.
- (f) Each instance of Smoking or Tobacco Product use in violation of this 5-16 shall constitute a separate violation. For violations other than for Smoking, each day of a continuing violation of this 5-16 shall constitute a separate violation.

Sec. 16-5-5. PENALTIES AND ENFORCEMENT.

- (a) The remedies provided by this 5-16 are cumulative and in addition to any other remedies available at law or in equity.
- (b) Each incident of Smoking or use of Tobacco Products in violation of this 5-16 is an infraction subject to a one hundred dollar (\$100) fine or otherwise punishable pursuant to section 5-16 of this code. Other violations of this 5-16 may, at the discretion of the District Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this chapter shall be the responsibility of . In addition, any peace officer or code enforcement official also may enforce this chapter.
- (c) Violations of this 5-16 are subject to a civil action brought by the City of Coalinga , punishable by a civil fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.
- (d) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this 5-16 shall also constitute a violation of this 5-16.
- (e) Any violation of this 5-16 is hereby declared to be a nuisance.
- (f) In addition to other remedies provided by this 5-16 or by other law, any violation of this 5-16 may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.
- (g) Any Person acting for the interests of itself, its members, or the general public (hereinafter "Private Enforcer") may bring a civil action in any court of competent jurisdiction, including small claims court, to enforce this 5-16 against any Person who has violated this 5-16 two or more times. Upon proof of the violations, a court shall grant all appropriate relief, including: (1) awarding damages; and (2) issuing an injunction or a conditional judgment. If there is insufficient or no proof of actual damages for a specific violation, the court shall award one-hundred and fifty dollars (\$150) for each violation as statutory damages.

(h) Notwithstanding any other provision of this 5-16, a Private Enforcer may bring a civil action to enforce this 5-16 only if the following requirements are met:

- (1) The Private Enforcer's civil action is begun more than sixty (60) days after the Private Enforcer has given written notice of the alleged violations of this 5—16 to the City Attorney and to the alleged violator; and
- (2) On the date the Private Enforcer's civil action is filed, no other Person acting on behalf of the City of Coalinga or the state has commenced or is prosecuting an administrative, civil, or criminal action based upon, in whole or in part, any violation which was the subject of the Private Enforcer's notice ; and
- (3) A Private Enforcer shall provide a copy of his, her, or its action to the City Attorney within seven (7) days of filing it.
 - (i) Upon a settlement or judgment based upon, in whole or in part, any violation that was the subject of the Private Enforcer's notice, the Private Enforcer shall give the City Attorney notice of the settlement or judgment and final disposition of the case within thirty (30) days of the date of the settlement or judgment. No settlement by a Private Enforcer of a violation of this 5-16 shall be valid or enforceable if, within thirty (30) days of receiving notice of the settlement, the City Attorney determines the settlement to be unreasonable in light of the purposes of this 5-16]. Any settlement or judgment that does not meet the requirements of this subsection may be set aside upon motion to a court of competent jurisdiction by the City Attorney.
 - (j) Except as otherwise provided, enforcement of this 5-16 is at the sole discretion of the City of Coalinga. Nothing in this 5-16 shall create a right of action in any Person against the City of Coalinga or its agents to compel public enforcement of this 5-16 against private parties.

Sec. 16-5-6 OTHER LAWS. It is not the intention of this 5-16 to regulate any conduct where the regulation of such conduct has been preempted by the State of California.

Section 3. Statutory Construction & Severability

It is the intent of the City Council of the City of Coalinga to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any Person or circumstance, is for any

reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other Person or circumstance. The City Council of the City of Coalinga hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof independently, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Section 4. This ordinance shall take effect thirty days after its adoption.

Section 5. The City Clerk is authorized and directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated in the City of Coalinga, within 15 days after its adoption. If a summary of this ordinance is to be published, then the City Clerk shall cause a summary of the proposed ordinance to be published and a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five days prior to the Council meeting at which the ordinance is adopted, and also shall cause a certified copy of the full text of the adopted ordinance to be posted in the office of the City Clerk after the meeting at which the ordinance is adopted. The summaries shall be approved by the City Attorney.

* * * *

The foregoing ordinance was introduced by the City Council of the City of Coalinga, California, at a regular meeting held on September 5, 2019 and was passed and adopted by the City Council on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mayor

ATTEST:

City Clerk

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

Subject: Discussion, Direction and Potential Action Regarding the City Council
Transitioning to an At-Large Election System for the Office of Mayor
Meeting Date: September 5, 2019
From: Marissa Trejo, City Manager
Prepared by: Mario Zamora, City Attorney

I. RECOMMENDATION:

There is no staff recommendation. This information was requested as a future agenda item by Councilman Adkisson.

II. BACKGROUND:

The City of Coalinga is a general law city. (Cal. Gov't. Code § 34000.) Municipal elections are conducted in accordance with the California Elections Code. (Cal. Elec. Code § 10101 et seq.) Currently, the City of Coalinga is a district-based elections city. (Cal. Elec. Code § 10010.) Currently, the Mayor is elected by the city council. (Cal. Gov't Code § 34902.) Since January 1, 2017 the City of Coalinga, like every other public entity in California, is subject to the California Voter Rights Act (CVRA) prohibition against at-large elections in which each City Council member is elected by all registered voters within the City limits. (Cal. Elec. Code 14025-14032.) The CRVA states that an at-large electoral system may not be imposed to dilute or abridge a protected class's opportunity to elect candidates. *Id.*

Under general law rules, the city council where the mayor is selected by the city council may submit to the electors at any general municipal election, or special election, the question whether electors must thereafter elect a mayor and four city council members, and the term for the mayor being two or four years. (Cal. Gov. Code, § 34900.) If a majority of the voters cast votes in favor of the proposition, then the office of the mayor will thereafter be an elective office. (Cal. Gov. Code, § 34902(a).) The mayor is a member of the city council and has all the powers and duties of a member of the council. (Cal. Gov. Code, § 34903.) In the cities taking advantage of these provisions, only one member of the legislative body may be elected from each district, or, if applicable, one member of the legislative body must be elected by or from each district constituting a geographical division of the city. (Cal. Gov. Code, § 34881.) The mayor must be elected on a citywide basis. *Id.*

Effective January 1, 2017, Government Code Section 34886 provides that the council “of a city may adopt an ordinance that requires the members of the legislative body to be elected by district or by district with an elective mayor, as described in subdivisions (a) and (c) of Section 34871, without being required to submit the ordinance to the voters for approval.” (Cal. Gov. Code, § 34886.) [T]he legislative body may submit to the registered voters an ordinance providing for the election of members of the legislative body...[b]y districts in four...with an elective mayor. (Cal. Gov. Code, § 34871(c).) “[A]n ordinance adopted pursuant to this section shall include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the CVRA.” (Cal. Gov. Code, § 34886.)

In order to have four council districts and an at-large election for mayor, the City of Coalinga would need to submit the question to the citizens of Coalinga as to whether the City shall thereafter elect a mayor and four

city council members under California Government Code § 34900.

III. DISCUSSION:

To change the method of voting the City of Coalinga would need to pass a resolution to adopt a by-district election system for an election of a mayor and four city council members. (Cal. Elect. Code § 10010(e)(3) (A).) Additionally, this process may be qualified for the ballot by means of initiative process. (Cal. Elec. Code § 9200.) There must be two public hearings over a period of no more than 30 days, where the public is invited to provide input for the composition of the districts. The City of Coalinga will need to hire an experienced demographer to assist the City in establishing maps for a by-district electoral system. The City of Coalinga would have adopted a resolution setting forth its intention to change its election system and subsequently held at least four public hearings determining the drafting of the district boundaries under the district drafting process. (Cal. Elec. Code § 10010(a)(2).) If a draft map is revised at a public hearing, the revised map will be published and made available to the public at least seven days before the City adopts it. Id.

The choice of moving to election of a mayor and four city council members is not irrevocable. (Cal. Gov. Code § 34881-34884.); *Bridges v. City of Wildomar* (2015) 238 Cal.App.4th 859, 869. In the future, an ordinance providing for the election of council members by or from districts may be amended or repealed in the same manner as enacted. (Cal. Gov. Code § 34873.) However, the amendment or repeal may not impact the current term of office of any elected council members. Id.

IV. ALTERNATIVES:

Do not transition to an at-large election system for the office of Mayor.

V. FISCAL IMPACT:

Approximately \$20,000 to 50,000 to place the item on the ballot and another \$12,500 to \$23,000 for demographer services. These monies would come from the General Fund. The expenses are not budgeted.

ATTACHMENTS:

File Name

Description

No Attachments Available