

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

August 20, 2020 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 August 20, 2020 via webinar only. The webinar can be accessed by visiting https://us02web.zoom.us/j/87884379973?

pwd=VGR6SENKY1pWcm5FVTZCd2M4Zm5kUT09 with PASSWORD: coalinga or by telephone at +1 669 900 9128 with WEBINAR ID: 878 8437 9973 and PASSWORD: 52479774. 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

Gimmie Love Shelter Update Report

### 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. Approve MINUTES July 29, 2020 (Special)
- 2. Approve MINUTES August 6, 2020
- Adopt Resolution No. 3967 Approving the Second Amendment to the Police Department Dispatch Services Agreement between the City of Coalinga and the City of Parlier
- 4. Authorize Police Department to use SLESEF Funding to Conduct an Evidence Audit
- 5. Authorize Public Works to Purchase Solar Lighting from Solar One for the Wastewater Plant and Jayne Ave Lift Station
- 6. Direct City Manager to Send a Letter to Congressman Cox Expressing Support for \$500 Million in Direct and Flexible Federal Assistance to Local Governments
- 7. Introduce and Waive First Reading of Ordinance No. 843 Amending the Ordinance Related to Sidewalks, Curbs, and Gutters
- 8. Report of Sale of Surplus Fire Department Equipment and Authorization to Allocate Funds
- 9. Approval of Municipal Advisory Services Agreement between the City of Coalinga and Wulff, Hansen & Co.
- 10. Notice of Completion for the Gale Avenue Improvements
- 11. Notice of Completion for Median Island Landscaping Project
- 12. Public Works & Utilities Monthly Report for July 2020

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

### 7. ANNOUNCEMENTS

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

### 8. FUTURE AGENDAITEMS

### 9. CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6.
 CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): Coalinga's Police Officer's Association

### 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

# $\begin{array}{c} \textbf{STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE} \\ \textbf{AUTHORITY} \end{array}$

Approve MINUTES - July 29, 2020 (Special)

**Subject:** 

Me	eeting Date:	August 20, 2020						
Fre	om:	Marissa Trejo, City Manager						
Pre	epared by:	Shannon Jensen, City Clerk						
I.	RECOMMEN	DATION:						
II.	BACKGROU	ND:						
III.	DISCUSSION	N:						
IV.	ALTERNATIV	VES:						
V.	FISCAL IMPA	ACT:						
AT	TACHMENTS:							
	File Name		Description					
ם	MINUTES_SPECIA	.L_For_Approval_072920.pdf	Minutes - July 29, 2020 (Specail)					

# MINUTES SPECIAL WORKSHOP CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA July 29, 2020

1. CALL TO ORDER 6:00PM Meeting conducted via Zoom webinar.

Council Members Present: Lander, Ramsey, Stolz, Adkisson, Singleton

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Chief of Police Darren Blevins, Assistant City Manager Sean Brewer, Financial Services Director Jasmin Bains, City Treasurer James Vosburg, Senior Administrative Analyst Mercedes Garcia, and Assistant to the City Manager / City Clerk Shannon Jensen

Council Members Absent: None

Others Absent: Fire Chief Greg DuPuis

Motion by Ramsey, Second by Singleton to Approve the Agenda for the Special Meeting of July 29, 2020. Motion **Approved** by a 5/0 Majority Voice Vote.

- 2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS (NONE)
- 3. CITIZEN COMMENTS

None

- 4. PUBLIC HEARINGS (NONE)
- 5. CONSENT CALENDAR
  - 1. Approve MINUTES June 3, 2020 (Special)

Motion by Singleton, Second by Stolz to Approve Consent Calendar Item No. 5.1. Motion **Approved** by Roll-Call 5/0 Majority Vote.

### ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion and Potential Action: 2020 Water and Sewer Rate Study Dan Bergmann, IGS Services

Dan Bergmann of IGS Services presented the 2020 water and sewer rate study.

Natural Gas Enterprise Fund is adequate.

Sewer Enterprise Fund requires an increase to cover operating expenses. The fund will require a 40% increase which equates to \$6.27 increase to the residential customer.

Water Enterprise Fund requires an increase to cover operating expenses and capital improvement projects for the 50-year old water system. The fund will require three increases over the next three years. Year one will be \$7.00, second year will be \$4.00 and the third and year will be \$4.00.

Senior Advisor, Bud Levine of Wulff, Hansen & Co., acting as the City's municipal financial advisor gave a brief overview of the refunding of the City's current bonds and the issuance of new bonds associated with the rate increase process. This the perfect time for the City to be going through this process. Interest rates are the lowest in history. The economy has slowed down therefore the cost of the projects will be much lower than usual.

Consensus of the Council is to move forward with the process to increase water and sewer rates and to issue the required Prop 218 compliant rate increase notices.

### 7. ANNOUNCEMENTS

### Manager's Announcements:

City Manager Marissa Trejo read an electronic comment submitted by Trevor Morris. Mr. Morris is in favor of the City Council standing against Governor Newsom and reaffirming Resolution No. 3964 declaring all businesses in the City as essential businesses.

None

### Mayor's Announcements:

None

### 8. FUTURE AGENDA ITEMS

None

- CLOSED SESSION (NONE)
- 10. CLOSED SESSION REPORT

None

### 11. ADJOURNMENT 7:20PM

Ron Lander, Mayor	
Shannon Jensen, City Clerk	
August 20, 2020	
Date	

# $\begin{array}{c} \textbf{STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE} \\ \textbf{AUTHORITY} \end{array}$

Me	eeting Date:	August 20, 2020							
Fr	om:	Marissa Trejo, City Manager							
Pr	epared by:	Shannon Jensen, City Clerk							
I.	RECOMMEN	DATION:							
II.	BACKGROU	ND:							
Ш	. DISCUSSIO	N:							
IV.	ALTERNATI	VES:							
V.	FISCAL IMPA	ACT:							
АТ	TACHMENTS:								
	File Name		Description						
D	MINUTES_For_A	pproval_080620.pdf	Minutes - August 6, 2020						

Approve MINUTES - August 6, 2020

**Subject:** 

# MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA August 6, 2020

1. CALL TO ORDER 6:00 PM Meeting conducted via Zoom webinar.

Council Members Present: Lander, Ramsey, Stolz, Adkisson, Singleton

Others Present: City Manager Marissa Trejo, Assistant City Attorney Megan Dodd, Chief of Police Darren Blevins, Assistant City Manager Sean Brewer, Financial Services Director Jasmin Bains, City Treasurer James Vosburg, Fire Chief Greg DuPuis, Senior Administrative Analyst Mercedes Garcia, and Assistant to the City Manager/City Clerk Shannon Jensen

Council Members Absent: None

Others Absent: None

Motion by Stolz, Second by Singleton to Approve the Agenda for the Special Meeting of August 6, 2020. Motion **Approved** by a 5/0 Majority Voice Vote.

### 2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Mid Valley Disposal -Quarterly Report, Marianna Fusich-Waller, Recycling Coordinator

Recycling Coordinator Marianna Fusich-Waller presented the Mid Valley Disposal Quarterly Report.

2. Employee of the Month, August 2020 - Kristine Anderson, Administrative Secretary

Mayor Lander presented Administrative Secretary Kristine Anderson with an Employee of the Month certificate for August 2020.

### 3. CITIZEN COMMENTS

Glenn Mitchell requested a Future Agenda Item to amend the Coalinga Municipal Code relating to Stray Animals. He requests the amendment to help ensure individuals are held accountable when they choose to harbor stary animals.

4. PUBLIC HEARINGS (NONE)

### 5. CONSENT CALENDAR

1. Approve MINUTES - June 18, 2020

- 2. Approve MINUTES June 23, 2020 (Special)
- 3. Approve MINUTES June 30, 2020 (Special)
- 4. Approve MINUTES July 16, 2020 (Amended)
- 5. Approve MINUTES July 27, 2020 (Special)
- 6. Check Register: 05/01/2020 05/31/2020
- 7. Check Register: 06/01/2020 06/30/2020
- 8. Adopt Resolution No. 3984 Setting Timelines for City Council and Planning Commission Minutes to be Placed on Agendas for Approval
- Authorize Police Department to Purchase 6 Traffic Cameras Using State Asset Forfeiture Funds and BSCC Funds
- Authorize City Manager to Execute a Professional Services Agreement with SWCA Environmental Consultants to Provide Environmental Services Related to the Master Trails Project (ATP Cycle 4 Grant Program)
- 11. Waive the Second Reading and Adoption of Ordinance No. 844 Amending the City of Coalinga's Municipal Code Relating to Trees and Shrubs

Motion by Stolz, Second by Ramsey to Approve Consent Calendar Item Nos. 5.1 through 5.11. Motion Approved by Roll-Call 5/0 Majority Vote.

### 6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

 Council Direction Regarding a Voting Delegate and Up to Two (2) Alternate Voting Delegates for the Annual Business Meeting at the League of California Cities Virtual 2020 Annual Conference & Expo

Marissa Trejo, City Manager

City Manager Marissa Trejo gave a brief overview of the item.

Consensus of the Council is for the Mayor to act as the Voting Delegate and the Mayor Pro-Tem to act as the Alternate for the Annual Business Meeting at the League of California Cities Virtual 2020 Annual Conference & Expo.

### 7. ANNOUNCEMENTS

### Manager's Announcements:

City Manager Marissa Trejo reminded the Council of the Closed Session Item on the agenda.

### Council Member's Announcements:

Councilman Adkisson announced that the August 5, 2020 meeting with US House of Representatives candidate David Valadao went well. Mr. Valadao will keep us updated on his efforts to assist Coalinga businesses through the COVID-19 pandemic.

Councilwoman Stolz announced she will not be seeking re-election.

### Mayor's Announcements:

Mayor Lander announced he will not be seeking re-election.

### 8. FUTURE AGENDA ITEMS

None

### 9. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6. CITY NEGOTIATORS: City Manager, Marissa Trejo; City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): General Employees

### 10. CLOSED SESSION REPORT

None

### 11. ADJOURNMENT 6:25PM

Ron Lander, Mayor
Shannon Jensen, City Clerk
August 20, 2020
Date

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

**Subject:** Adopt Resolution No. 3967 Approving the Second Amendment to the Police

Department Dispatch Services Agreement between the City of Coalinga and the

City of Parlier

Meeting Date: August 20, 2020

From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

### I. RECOMMENDATION:

Staff request council approve the second amended dispatch contract with the City of Parlier for year 2 of the contract.

### II. BACKGROUND:

In February 2019, the Coalinga Police Department began providing dispatch services for the City of Parlier.

### III. DISCUSSION:

On May 21, 2020, the Parlier City Council, reviewed and approved the second amended contract for year 2 of services. In the contract the department asked the City of Parlier to pay and fund the salary to include benefits for a Police Technician position due to the recent raise and reclassification of all non-sworn employees in the police department.

The City of Parlier agreed to fund this position for year 2 at the rate of \$104,000.00. This funding will cover the complete cost of the Police Technician position and ensures dispatch services for the City of Parlier for year 2 of the contract.

### **IV. ALTERNATIVES:**

Council could decide not to approve the contract and stop 911 services for the City of Parlier or continue to accept the current yearly payment of \$86,050.00.

### V. FISCAL IMPACT:

With the approval of the amended contract the City of Coalinga will receive an annual increase to the general fund in the amount of \$17,950.00.

### ATTACHMENTS:

File Name Description

□ Resolution 3967 05262020.docx
Resolution 3967

Parleir\_Contract\_Second\_Amendment.pdf
Parlier\_Dispatch Contract

# BEFORE THE CITY COUNCIL OF THE CITY OF COALINGA STATE OF CALIFORNIA

In the Matter of		Resolution No: <u>3967</u>
POLICE DE	PARTMENT	) A RESOLUTION SECOND AMMENDED ) CONTRACT BETWEEN THE CITY OF ) PARLIER AND THE CITY OF ) COALINGA FOR DISPACTH SERVICES )
BE I	Γ HEREBY RESC	<b>DLVED</b> by the City Council of the City of
Coalinga, Sta	ate of California, the	at:
1.	State of Californi recognizes and es \$104,000.00 deri	uant to Section 29130 of the Government Code of the ia, said Council does make available and specifically stablishes unanticipated revenues in the amount of ved from the contract which is mutually agreed upon by er and the City of Coalinga, resulting in an increase in eneral Fund.
2.	•	e Director be, and he is hereby authorized to make djustments as will carry out the intent and purpose of this
_	_	ntroduced and adopted at a regular meeting of the City held on the <b>20th day of August</b> , <b>2020</b> by the following
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
Ron Lander,	Mayor	
City Clerk / I	Deputy City Clerk	

# SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PARLIER AND THE CITY OF COALINGA FOR THE PROVISION OF POLICE DEPARTMENT DISPATCH SERVICES

This Second Amendment to the Agreement Between the City of Parlier and the City of Coaling for the Provisions of Police Department Dispatch Services ("Second Amendment") is made and entered into effective this 7th day of May, 2020 ("Effective Date of Second Agreement"), by and between the City of Parlier ("Parlier") and the City of Coalinga ("Coalinga").

### RECITALS

WHEREAS, on July 19, 2018, Parlier and Coalinga entered into that certain Agreement for the Provision of Police Department Dispatch Services ("Dispatch Agreement"), the terms of which are incorporated herein by this reference, by which Coalinga agreed to provide police dispatch services to Parlier for annual payments of one-hundred and six thousand dollars and zero cents (\$106,000.00);

WHEREAS, on September 6, 2018, Parlier and Coalinga entered into a First Amendment to the Agreement Between the City of Parlier and the City of Coalinga for the Provisions of Police Department Dispatch Services ("First Amendment"), the terms of which are incorporated herein by this reference, by which the annual base cost for Services provided during the first year of the Agreement shall be eighty-six thousand fifty dollars and zero cents (\$86,050) and nineteen thousand, nine hundred and fifty dollars and zero cents (\$19,950.00) shall be paid by Parlier to a third-party vendor, rather than Coalinga, for maintenance of Parlier's police dispatch software necessary to receive police dispatch services from Coalinga, and

WHEREAS, due to the Coalinga Police Dispatchers being reclassified as Police Technicians I, II, and III and receiving a contractual pay increase through the Coalinga Police Officers Association ("CPOA") contract negotiations the current annual base cost for services in the Dispatch Agreement shall increase from \$86,050.00 per year to one hundred four thousand and zero cents (\$104,000.00) which is an increase of seventeen thousand nine hundred fifty dollars and zero cents (\$17,950); and

WHEREAS, the First Amendment to the Dispatch Agreement dated September 6, 2018 shall become null and void upon execution of this Second Amendment to the Dispatch Agreement.

WHEREAS, Parlier and Coalinga mutually desire to enter into a Second Amendment to the Dispatch Agreement as set forth below.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and their mutual promises, and other valuable consideration, the sufficiency of which is hereby acknowledged, Parlier and Coalinga agree as follows:

- 1. Recitals. The recitals stated above are true and correct and are a substantive part of this Second Amendment.
- 2. Section 3 of the Dispatch Agreement, entitled "Annual Cost of Services" is amended to read in its entirety as follows:

3. <u>Annual Cost of Services</u>. The base cost for Services provided during the Second year of this Agreement shall be one hundred four thousand dollars and zero cents (\$104,000.00) annually. Beginning in March 1, 2020, and on March 1 every year thereafter, the Parties will review the base cost of Services to determine if an adjustment to the annual base cost is appropriate. Any increase in the annual base cost shall not exceed that of the Fresno All-Urban Consumer Price Index from the immediately preceding calendar year (January-December).

Parlier shall pay Coalinga one-half of the amount stated above for Services twice per year. The payments shall be made no later than thirty (30) days after the invoice is sent. Invoices will be submitted to the City of Parlier in the months of January and July. Notwithstanding this provision, the Coalinga Police Chief, in his sole discretion, may manage resources, including the reduction of staffing, support services, and other services, in response to external forces that may affect budgetary resources and the costs of providing Services, so long as the Services provided meet the performance standards set forth in Section 2 of this Agreement."

3. Except as expressly set forth herein, all other terms of the Dispatch Agreement shall remain unchanged and shall be interpreted so as to give full force and effect to this Second Amendment. All capitalized terms in this Second Amendment shall have the same meaning as defined in the Dispatch Agreement, unless separately defined in this Second Amendment.

IN WITNESS WHEREOF, Parlier and Coalinga have executed this First Amendment effective on the date set forth above.

CITY OF PARLIER	CITY OF COALINGA
Alma Beltran, Mayor	Marissa Trejo, City Manager
<u>5.21.3020</u> Date	Date
ATTEST:	ATTEST:
Dorothy Garza, City Clerk	Shannon Jensen, City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Neal E. Costanzo, City Attorney COSTANZO & ASSOCIATES	Mario U. Zamora, City Attorney GRISWOLD, LaSALLE, COBB, DOWD, & GIN, LLP
5-21-2020 Date	Date

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

**Subject:** Authorize Police Department to use SLESEF Funding to Conduct an Evidence

Audit

Meeting Date: Thursday, August 20, 2020
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

### I. RECOMMENDATION:

Police Chief recommends using funding from SLESEF to conduct an Evidence Audit of the department's property and evidence room.

### II. BACKGROUND:

Police departments occasionally conduct Evidence Audits to ensure their evidence is accounted for and their property room is in good standing orders per POST guidelines.

### III. DISCUSSION:

The Coalinga Police Department has never had an outside company come in and conduct an audit of its property and evidence room. The department has conducted internal audits of its property and evidence room, but I am unaware of how those audits ended up.

The Property and Evidence room is the most important room in the department and it can be a ticking time bomb, a low priority and neglected if not properly maintained. It also leads to lawsuits and loss of criminal cases if the property is not handled properly.

For the past 6 months, the Secretary to the Police Chief has filled in as the Property and Evidence person and has only been able to process evidence that needs to be taken to the DOJ crime lab or the Fresno County Sheriff's Office for further evidence processing. As soon as the department has the coverage in dispatch, one of the Police Technicians, will be reassigned to property and evidence to maintain and properly process evidence as it comes in to the department.

We have contacted Key Evidence Inventory on August 10, 2020. They have looked at our evidence room and estimated it will take them about 5 months to go through every piece of evidence in our facility to ensure the evidence is properly stored and actually in the department's possession.

Once Key Evidence Inventory has completed their audit, the company will leave the department's evidence room clean, all shelves properly labeled and evidence in the right location. They will also provide a final report, which I will bring before the council upon their completion.

The cost of the audit is \$24,000.00.

### IV. ALTERNATIVES:

None.

### V. FISCAL IMPACT:

There is no fiscal impact to the City's general fund. The police department will use it's SLESEF account to pay for the audit. The department's SLESEF account has a fund balance of \$220,000.

### ATTACHMENTS:

 $\begin{array}{ccc} File \ Name & Description \\ \hline \square & Evidence\_INVOICE.docx & Invoice \\ \end{array}$ 



# INVOICE

Key Evidence Inventory 891 N. Terrace Park St. Tulare, Ca. 93274

Phone 559-688-1487 E-Mail: Alan.J@att.net DATE: 08-10-2020 STATEMENT # 1

City of Coalinga

BILL Coalinga Police DepartmentTO 270 N. 6th St. Coalinga Ca. 93210

559-935-1525

**Customer ID: CPD01008** 

DATE			DESCRIPTION		BALANCE	AMOUNT
08-10-2020	This in	voice is for the in	24,000.00	24,000.00		
	possess	sion of the Coalin				
	include	e reorganizing and	d labeling of all evide	ence. At the		
	Compl	etion of the inve	ntory, the Coalinga I	Police Department		
	will rec	eive a detailed in	ventory list of all evi	idence and it's		
	location	n. The Departm	ent will also receive			
	From I	Key Evidence In	ventory detailing our			
	With p	hotographs of be	tory.			
CURREN'	_	-30 DAYS PAST DUE	31-60 DAYS	61-90 DAYS	OVER 90 DAYS PAST DUE	AMOUNT DUE
24,000	0.00					24,000.00

REMITTANCE	
Statement #	1
Date	08-10-2020
Amount Due	24,000.00

Make all checks payable to Key Evidence Inventory

Thank you for your business!

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

**Subject:** Authorize Public Works to Purchase Solar Lighting from Solar One for the

Wastewater Plant and Jayne Ave Lift Station

Meeting Date: August 20, 2020

From: Marissa Trejo, City Manager

**Prepared by:** Larry Miller, Public Works and Utilities Coordinator

### I. RECOMMENDATION:

The Public Works Department recommends the City Council approve this request and allow the department to purchase up to 22 solar powered lights for the wastewater plant and 1 solar powered light for the Jayne Avenue lift station in the amount of \$66,260. This project is a component of the security and automation project currently under design and expected to bid later this year.

### II. BACKGROUND:

The wastewater facility, located on the north side of Jayne, is in a remote location. Security is a major concern at this location. The Jayne Avenue lift station, located between Merced Avenue and Willowsprings on the South side of Jayne, is also poorly lit and suffers from many of the same vulnerabilities.

### III. DISCUSSION:

Within the past few years, the wastewater facility has been broken into, had property stolen, and vandalized numerous times. Quotes were sought out by 3 different vendors. Of those, Solar One offered the lowest bid and best product. Those bid amounts can be seen here:

**Solar One:** \$ 66,260.00 **Greenshine:** \$ 78.484.00 **Sepco:** \$124,876.00

Solar One not only had the best offer, but as part of sale, an additional light would be provided for no cost. Staff determined that the best location for this additional light would be at the Jayne Avenue lift station. This quote does not reflect installation cost. However, installation will be completed by Public Works staff. As the nature of solar installations greatly simplifies project materials and labor required.

Each pole, provided by Solar One, would produce nearly 3800 lumens, would be fully self-contained regarding power production, and have a 10-year lifespan on the batteries. This is in comparison to an average of 5-year lifespans for lights offered by their competitors. The product datasheet is attached (Solar One Light Pole Datasheet.pdf).

### IV. ALTERNATIVES:

Do not authorize the purchase of the lighting. – Not Recommended.

### V. FISCAL IMPACT:

The amount of \$66,260.00 will be funded entirely through the Sewer Enterprise Capital Fund that presently has sufficient funds. Once authorized, the Finance Department will create an account number in the wastewater plant capital fund. Staff time and material cost will come from the FY21 operating budget.

### ATTACHMENTS:

	File Name	Description
D	SolarOne_Quote.pdf	Solar One Quote
D	SolarOne_Light_Pole_Datasheet.pdf	Solar Lighting Pole Datasheet
D	SolarOne_Photometric_Design.pdf	Photometric Analysis





Opportunity Owner Henry Moorhead Quote Number 00078752

Payment Terms 50% deposit, 50% Net 30 from Ship Quote Name G4711-CoalingaSewerPlant&LiftStation-RFS

Date-contingent on credit approval Quote Expiration 8/31/2020

Shipping Terms Prices are Ex-works Needham MA or designated Date

contract manufacturer (US lower 48). Est. Lead Time 16 - 18 Weeks

Notes to the Single Smartlight is for the Lift Station project. customer

Bill To Name City of Coalinga Ship To Name City of Coalinga

Bill To 160 West Elm Avenue Ship To United States

Coalinga, California 93210 United States

Model	Product Description	Price System	Quantity	Amount
[RFS-35W16LED-4K-T4] [P140F-2P] POLE: RTS-20-B-68-1S2A-BK 20 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 4 hrs. @100%   T-N (Balance of night) @20%   T-AM: 0 hrs. @100%	SmartLight Power 365 Solar Lighting System with 624Wh-24V NiMH Battery, special extreme temperature (from -40°C to +70°C), 140W solar module with Top of Pole assembly and Intelligent management/control system. RFS 35W16LED-24V for SmartLight Fixture 4K Color TempType T4 System color is black. 20' Round Tapered Steel Pole -Includes single 2' simplex arm and is provisioned for solar mount. Galvanized and Powder Coated. Includes Anchor BoltsBlack. 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow	\$2,855.00	19.00	\$54,245.00
[RFS-35W16LED-4K-TR2M] [P140F-2P] POLE: RTS-20-B-68-1S2A-BK 20 Degrees Tilt 100% =38 Watts worst case conditions.T-PM: 4 hrs. @100%   T-N (Balance of night) @20%   T-AM: 0 hrs. @100%	SmartLight Power 365 Solar Lighting System with 624Wh-24V NiMH Battery, special extreme temperature (from -40°C to +70°C), 140W solar module with Top of Pole assembly and Intelligent management/control system. RFS 35W16LED-24V for SmartLight Fixture 4K Color TempType TR2M System color is black. 20' Round Tapered Steel Pole -Includes single 2' simplex arm and is provisioned for solar mount. Galvanized and Powder Coated. Includes Anchor BoltsBlack. 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow	\$2,855.00	3.00	\$8,565.00
[RFS-35W16LED-4K-T4] [P140F-2P] POLE: RTS-20-B-68-1S2A-BK 20 Degrees Tilt 100% =0 Watts worst case conditions.T-PM: 0 hrs. @100%   T-N (Balance of night) @30%   T-AM: 0 hrs. @100%	SmartLight Power 365 Solar Lighting System with 624Wh-24V NiMH Battery, special extreme temperature (from -40°C to +70°C), 140W solar module with Top of Pole assembly and Intelligent management/control system. RFS 35W16LED-24V for SmartLight Fixture 4K Color TempType T4 System color is black. 20' Round Tapered Steel Pole -Includes single 2' simplex arm and is provisioned for solar mount. Galvanized and Powder Coated. Includes Anchor BoltsBlack. 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Assumes little or no snow	\$2,855.00	1.00	\$2,855.00
Product Discount	Product Discount	(\$2,855.00)	1.00	(\$2,855.00)
Shipping Discount	Shipping Discount	(\$1,353.00)	1.00	(\$1,353.00)





Total Line Items \$61,457.00
Shipping and \$4,803.00
Handling
Quote Total \$66,260.00

Shipping estimated; final cost determined on day of shipping and added to invoice.

Sales Tax not included. SolarOne requires Tax Exemption Certificate or Sales Tax will be added.

A written request to cancel or return an orders must be received within three weeks, will incur a minimum fee of 25% and must fall within parameters outlined in SolarOne's standard terms and conditions.

#### This quotation is subject to the following terms and conditions

- 1. The Estimated Lead Time referenced at the top of this quotation begins upon receipt of signed sales order acknowledgement and required deposits.
- 2. For transient suppression SolarOne requires grounding the negative battery terminal to earth.
- 3. SolarOne reserves right to reconfigure Lamp/Solar Panel/Battery size, provided Max Reserve Cap and illumination performance are the same or better than quoted. SolarOne reserve the rights to use solar panel that's most suitable for the application.
- 4. This quotation is valid ONLY for system performance as outlined. Any design changes require a new quotation.
- 5. This information is for the exclusive use of the SolarOne customer referenced in the "Quote to Name" section at the top of this quotation and their client for the purposes of evaluating SolarOne's products and services.
- 6. Installation costs and any sales tax, duties or other fees due are NOT included in the pricing. Customer is responsible for providing appropriate resellers certificates or tax/duty exemption documentation. Costs of shipping to site are estimated.
- 7. SolarOne is responsible only for goods and services supplied by SolarOne. SolarOne is not responsible for footings, poles, and other equipment supplied by the customer or other vendors. Solar panel adds height to pole. If customer supplies pole they are responsible for specifying the proper strength and material to support EPA and added height.
- 8. Limited Warranties The Limited Warranties applicable to SolarOne Solutions Products are included in the documentation along with the Product. Third-Party Products shipped with a SolarOne Solutions Product or Customized SolarOne Solutions Product are covered by their respective manufacturers' warranties, not by this Limited Warranty. SolarOne Warranty is not applicable if SolarOne has not been paid in full for the products and services associated with the order and project.
- 9. Pathway, Roadway and Parking Lot systems can come in either white, bronze, black or anodized. White is recommended for longer battery life.
- 10. Systems in coastal environments may require special anodization and coating processes that will add to the cost of the pole.
- 11. INTERNATIONAL ORDERS: As standard practice, for all orders outside of North America, only prepaid check or wire of transfer will be accepted. SolarOne has the right to pass on all fees associated with wire transfer and currency exchange to the customer. If a Certificate of Conformity is required, SolarOne will invoice customer for these charges. Freight estimates do not include freight forwarder/customs broker fees unless otherwise explicitly stated. Additional financing terms may be attached.
- 12. A 50% DEPOSIT is required for orders exceeding \$50,000 or any custom order.
- 13. This quotation is valid ONLY for sales under SolarOne Terms and Conditions.
- 14. Pricing is based on customer taking delivery of order when it is ready for shipment. Storage fees may be applied in the event that customer is not able to take delivery at that time.
- 15. All prices are in USD. All payments are to be in USD. Wire Charges and currency conversion costs are not included in pricing and will be added to the invoice.
- 16. Pricing is based on SolarOne's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from SolarOne's Sale's Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that SolarOne is unable recuperate difference in pricing from end customer, may deduct the difference from representative's commission.





- 17. Upon receipt of confirmed PO, SolarOne will email a Sales Order Acknowledgement for customer approval and signature. Unless otherwise agreed upon in writing, SolarOne reserves the right to alter pricing and apply escalation charges in the event that signed Sales Order Acknowledgement is NOT received back within 14 days of its issuance to the customer.
- 18. Cancellation: For a standard product, once an order has been received the customer may submit a written request for cancellation within three weeks. The customer will pay a minimum fee of 25%, whose calculations will depend upon the level of materials that can be returned to suppliers or re-used. For custom products, SolarOne will require full payment.





Integrated Solar Street Light

# SMARTLIGHT SINGLE ROADFOCUS RFS

**HW-MC MOUNT** 



**Project:** 

**Notes:** 

			-	-	-	- HW-MC	=			-
Fixture	Temp	Туре	Color (Fixture)	HS	Solar-Mount	Option	Power Center	Tilt	Pole	Color (Pole)

# zero

# Trenching and Wiring Expense

# zero

# Emmissions and Electric Bills

### zero

# Maintenance for 10 or More Years

The SmartLight solar powered street lighting system rivals traditional grid-tied light poles with infrastructure grade lighting, low maintainence and avoided installation costs. The advanced 365 Power Center features advanced NiMH battery technology and anti-blackout controls. The result is a sleek profile, 10-year battery life and a great value proposition.



### Solar Assembly

- Black Tie panel backing creates a finished appearance and disappears in the night sky
- Steel powder coated mounting
- 140W to 305W solar power



### Power 365 Assembly

- Components are pre-wired inside of the sealed compartment
- Activated with two weather tight connections for true plug-and-play installation
- Extreme enviornment batteries deliver 365 nights of lighting for 10 or more years



### **RFS Luminaire**

- Dark Sky Friendly Options
- 5 Distribution Types
- 35W or 72W Options
- Integrated Bubble Level

Note: Illustrated Arm Style by special order only





# RFS SmartLight Single-HW-MC



# Specifications

LUMINAIRE PRODUCT CODE	COLOR TEMP	DISTRIBUTION	Color	House Side Shield Option	WEIGHT LBS	EPA FT²
RFS-35W16LED	2.7K, 3K,4K	R2M,R2S,R3M,R3S,T4,T5	BK-Black	HS (16LED) / 2 HS (32LED)	9.4	0.52
RFS-75W32LED	2.7K, 3K,4K	R2M,R2S,R3M,R3S,T4,T5	BK-Black	2 HS (32LED)	9.4	0.52

SOLAR MODULE ASSI PRODUCT CODE / DE		DIMENSIONS SOLAR MODULE	MODULE FRAME & BACK SHEET	Performance Warranty
P140F-T1-HW-MC	140W PolyCrystalline Solar Module with Heavy Duty Galvanized Steel Mount - Marine grade powder coat - Tilt Adjustment (0,10,20 or 45 Degree)	43.31 x 33.46 x 1.57	Black	25 Years
P260F-T3-HW-MC	260W PolyCrystalline Solar Module with Heavy Duty Galvanized Steel Mount - Marine grade powder coat - Tilt Adjustment (0,10,20 or 45 Degree)	66.93 x 40.55 x 1.81	Black	25 Years
P305F-T4-HW-MC	305W PolyCrystalline Solar Module with Heavy Duty Galvanized Steel Mount - Marine grade powder coat - Tilt Adjustment (0,10,20 or 45 Degree)	66.93 x 42.13 x 1.57	Black	25 Years

Pow	ER 365 ASSEMBLY PRODUCT CODE / DESCRIPTION	Batteries	
1P	Power 365 Power Center with 312Wh NiMH Battery Capacity -IP65	Chemistry	Nickel Metal Hydride
2P	Power 365 Power Center with 624 Wh NiMH Battery Capacity-IP65	Operating Temperature	-40°C to +70°C
3P	Power 365 Power Center with 936 Wh NiMH Battery Capacity-IP65	Warranty	5 Year Full Replacement
4P	Power 365 Power Center with 1248 Wh NiMH Battery Capacity-IP65	Certifications	EN 550 14-1 ; EN 55014-2 ; EN 61000-6-2 ; EN 61000-6-3
	CONTROLLER		

**Battery Management System (BMS) Anti-Black Out Control Real Time Scheduling Option 3-Level Programmable Lighting Profiles** LoRa Enabled for Wireless Network\* \* Requires Fonroche Connect Gateway-See SolarOne for Details

TOTAL TOP OF POLE ASSEMBLY -PANEL, MOUNTING, 365 POWER CENTER								
	Weight - (Pounds)					EPA (Sq.Ft.	)	
Solar Assembly	1P	2P	3P	4P	10° Tilt	20° Tilt	45° Tilt	
P140F-T1-HW-MC	102.73	113.31	123.89	134.48	2.67	3.89	7.45	
P260F-T3-HW-MC	120.37	130.95	141.53	152.12	4.48	7.24	13.93	
P305F-T4-HW-MC	120.37	130.95	141.53	152.12	4.48	7.38	14.36	

POLE ASSEMBLIES	RATED FOR MINIMUM 100MPH	Pole Color
RTS-14-B-61-1S2A	14' Round Tapered Steel Pole -Includes single 2' simplex arm and is provisioned for solar mount. Galvanized and Powder Coated. Includes Anchor Bolts.	BK - Black
RTS-20-B-68-1S2A	20' Round Tapered Steel Pole -Includes single 2' simplex arm and is provisioned for solar mount. Galvanized and Powder Coated. Includes Anchor Bolts.	BK - Black
RTS-25-B-80-1S4A	25' Round Tapered Steel Pole -Includes single 4' simplex arm and is provisioned for solar mount. Galvanized and Powder Coated. Includes Anchor Bolts.	BK - Black

System	
System Warranty	5 Years
System Certification	CE

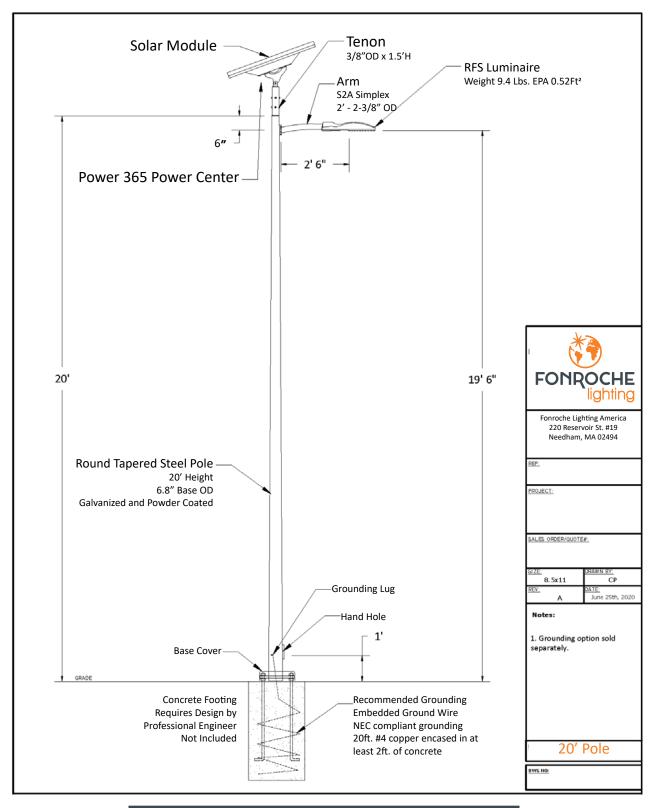




### **Ordering Selections**

•						- HW-MC	-	-		-
Fixture	Temp	Туре	Color	HS	Solar-Mount	Option	Power Center	Tilt	Pole	Color





Total Top of Pole Assembly -Panel, Mounting, 365 Power Center								
Weight - (Pounds)					E	EPA (Sq.Ft.	)	
Solar Assembly	1P	2P	3P	4P	10° Tilt	20° Tilt	45° Tilt	
P140F-T1-HW-MC	102.73	113.31	123.89	134.48	2.67	3.89	7.45	
P260F-T3-HW-MC	120.37	130.95	141.53	152.12	4.48	7.24	13.93	
P305F-T4-HW-MC	120.37	130.95	141.53	152.12	4.48	7.38	14.36	

### **Ordering Selections**

		-	-		-	- HW-MC			-	
Fixture	Temp	Туре	Color (Fixture)	HS	Solar-Mount	Option	Power Center	Tilt	Pole	Color (Pole)



# **APPLICATION DESIGN**

# Sewer Plant Coalinga, CA



**Project Number:** 

G4711

Date:

6/1/2020

Written by:

Mike ZERMANI

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### The global leader in solar lighting

Solar One

**SolarOne Solutions, Inc.** was founded in Massachusetts in 2004. Since then, SolarOne has been manufacturing product for Municipalities, State & Federal Government Agencies, Native American Tribes, and Commercial Developers across the country. SolarOne's solar street, parking lot, and pathway lighting is the most cost effective and resilient way to deploy infrastructure grade outdoor lighting.



# The 3 key benefits for your project

### - OFF-GRID

100% solar, not connected to the utility grid. No outages.365 nights of light a year – guaranteed.

### - POWERFUL

Powerful illumination, on a par with grid-connected systems.

### - COST-EFFICIENT

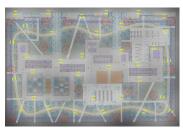
No maintenance for the first 10 years. Rapid installation. No operating costs.

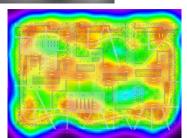
# Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, SolarOne operates its own **design office**.

We assess the feasibility of each project in four stages:

- **1.** First, we define your **lighting requirements**.
- 2. Next, we analyze the last 10 years of local weather data to determine how much energy our PV panels will generate.
- **3.** On this basis, we **calculate** what size and how many products we need to install.
- **4.** Finally, our sales team draws up a **cost estimate**.











# Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for **the last decade**.



### **Results**

Based on our experience, we propose the **optimal solution** in terms of lighting **performance** and **cost effectiveness**.

# 10-Year Analysis of local

### weather data

We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.



### Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

Autonomy of 365
nights of lighting /year

# **Analyzing your lighting project**



### **Your Project location**



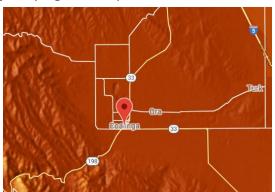
### **Sewer Plant**

### Coalinga, CA

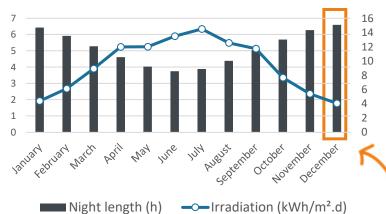
GPS COORDINATES
Latitude: 36.0813
Longitude: -120.2122

### **Your Solar Potential**

We have analyzed the weather data for the last 10 years at your project location so that we can guarantee constant lighting every night of the year.



Irradiation and night length by month



Average annual irradiation: 5.72kWh/m<sup>2</sup>.d

Sizing takes account of the month with the lowest irradiation and the longest night.

### **Your Lighting Application**



### **Compliance with public lighting standards**

Your project has been designed in compliance with:

- IESNA standard
- AASHTO standard



Industrial site parking



# **SMARTLIGHT WITH SIGNIFY ROADFOCUS**



### PHOTOVOLTAIC MODULE

30 years

PV panel power rating

140 Wp

PV panel tilt angle

20°

# POWER 365: SMART STORAGE AND MANAGEMENT



**Battery capacity** 

624 Wh

### **LED LIGHT UNIT**



**Lighting power** 

40 W nominal

**LED light unit specification** 

4000K - 117 Lm/w

### **POLE & CROSSPIECE**

Pole height

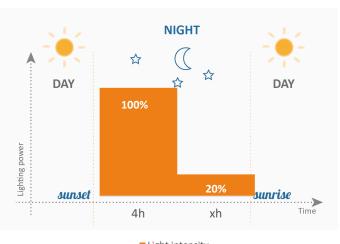
20'

**Protective treatment** 

Finish Paint/Galvanized



### Chosen lighting profile for your project





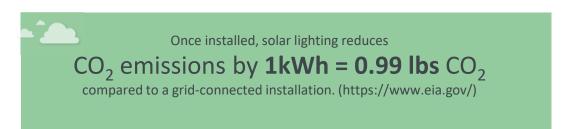
Zone	Average lighting level (fc)	Uniformity	Quantity product 1
Office	1.44	1.34	4 x Smartlight Power 365 40W nominal

### **Eco-friendly lighting**

Choose SolarOne — and we will reduce your environmental footprint.

A standard streetlight consumes in average 80 W during 4200 h per year which represents 0.08x4200 x

number of solar streetlight = X kWh of energy saving.





### **Recycling our components**

Long product service life and component recyclability are key aspects of Fonroche Lighting's environmental commitments. Our solar streetlights are over 90% recyclable.

Unlike lead-acid batteries, **NiMH batteries** do not contain any toxic chemicals. They are 98% recyclable — the nickel is extracted and used to make various materials, mostly stainless steel.

The **solar panels** have an extremely long service life. Even after 25 years, they will still be producing at least 80% of their initial peak power. So they can continue to be used. Alternatively, about 96% of their component materials can be recycled to make new panels.



# PHOTOMETRIC STUDY

<sup>\*</sup>Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.

<sup>\*\*</sup>These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.

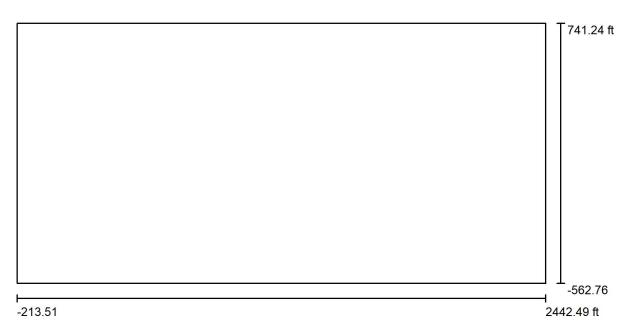
### Coalinga CA - Sewer Plant



Fonroche Lighting America

220 Reservoir Street #19 Needham, MA 02494 Operator MZ Telephone (339) 225-4530 Fax e-Mail

# Exterior Scene 1 / Planning data



Light loss factor: 1.00, ULR (Upward Light Ratio): 0.0%

Scale 1:5788

### **Luminaire Parts List**

No.	Pieces	Designation (Correction Factor)	Φ (Luminaire) [lm]	$\Phi$ (Lamps) [lm]	P [W]
1	19	PHILIPS LUMEC RFS-35W16LED4K-G2-4 RoadFocus LED Cobra Head - Small (RFS), 16 LED's, 4000K CCT, TYPE 4 OPTIC (1.000)	4444	4444	38.0
2	3	PHILIPS LUMEC RFS-35W16LED4K-G2- R2M RoadFocus LED Cobra Head - Small (RFS), 16 LED's, 4000K CCT, TYPE R2M OPTIC (1.000)	4565	4565	38.0
			Total: 98131	Total: 98131	836.0

### Coalinga CA - Sewer Plant



Fonroche Lighting America

220 Reservoir Street #19 Needham, MA 02494

Operator (339) 225-4530 Telephone Fax e-Mail

### **Exterior Scene 1 / Luminaire parts list**

19 Pieces PHILIPS LUMEC RFS-35W16LED4K-G2-4

RoadFocus LED Cobra Head - Small (RFS), 16

LED's, 4000K CCT, TYPE 4 OPTIC Article No.: RFS-35W16LED4K-G2-4 Luminous flux (Luminaire): 4444 Im Luminous flux (Lamps): 4444 lm Luminaire Wattage: 38.0 W

Luminaire classification according to CIE: 100

CIE flux code: 25 55 92 100 100

Fitting: 1 x (1) LEDgine ARRAY(S) DRIVEN AT

700mA (Correction Factor 1.000).

3 Pieces PHILIPS LUMEC RFS-35W16LED4K-G2-R2M

RoadFocus LED Cobra Head - Small (RFS), 16 LED's, 4000K CCT, TYPE R2M OPTIC Article No.: RFS-35W16LED4K-G2-R2M Luminous flux (Luminaire): 4565 lm Luminous flux (Lamps): 4565 lm Luminaire Wattage: 38.0 W

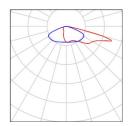
Luminaire classification according to CIE: 100

CIE flux code: 35 68 95 100 100

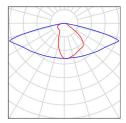
Fitting: 1 x (1) LEDgine ARRAY(S) DRIVEN AT

700mA (Correction Factor 1.000).

See our luminaire catalog for an image of the luminaire.



See our luminaire catalog for an image of the luminaire.



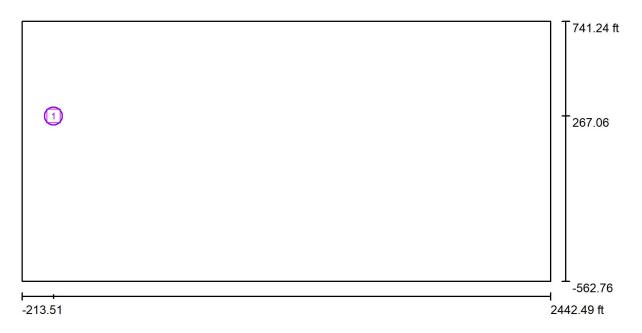
Solar One
A FONROCHE LIGHTING BRAND
08 / 06 / 2020

Fonroche Lighting America

220 Reservoir Street #19 Needham, MA 02494

Operator MZ Telephone (339) 225-4530 Fax e-Mail

### Exterior Scene 1 / Calculation surfaces (results overview)



Scale 1:5788

### **Calculation Surface List**

No.	Designation	Туре	Grid	E <sub>av</sub> [fc]	E <sub>min</sub> [fc]	E <sub>max</sub> [fc]	u0	$E_{min}/E_{max}$
1	Office	perpendicular	64 x 64	1.44	1.07	2.41	0.742	0.444

#### Coalinga CA - Sewer Plant



Fonroche Lighting America

220 Reservoir Street #19 Needham, MA 02494

Operator MZ Telephone (339 Fax e-Mail (339) 225-4530

### Exterior Scene 1 / 3D Rendering



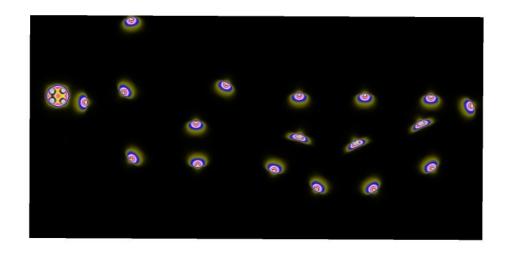
#### Coalinga CA - Sewer Plant



Fonroche Lighting America

220 Reservoir Street #19 Needham, MA 02494 Operator MZ Telephone (339) 225-4530 Fax e-Mail

### **Exterior Scene 1 / False Color Rendering**

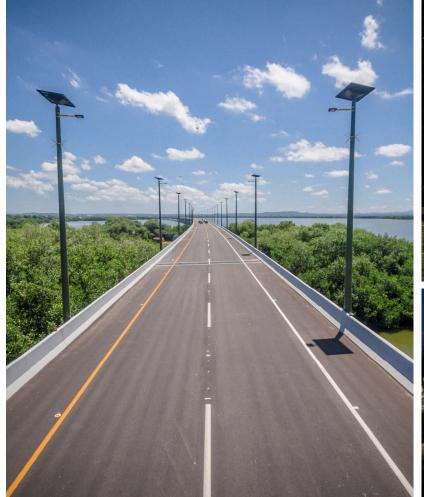




## A few examples













## Solar lighting Your commitment to sustainability

Contact us

#### **Henry Moorhead**

Key Account Manager M: (781) 801-3532

E: hmoorhead@solarone.net

FIND OUT MORE AT

www.solarone.net











FONROCHE LIGHTING AMERICA | 220 Reservoir St. #19 Needham, MA 02494 | USA Tél.: 339-225-4530

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

Subject: Direct City Manager to Send a Letter to Congressman Cox Expressing Support for

\$500 Million in Direct and Flexible Federal Assistance to Local Governments

Meeting Date: Thursday, August 20, 2020
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

#### I. RECOMMENDATION:

City Manager recommends Council direct City Manager to send a letter expressing support for \$500 million in direct and flexible federal assistance to local governments. This item was first requested as a Future Agenda Item by Councilman Adkisson and subsequently requested as a Future Agenda Item by Councilwoman Stolz.

#### II. BACKGROUND:

The next COVID-19 relief package is currently being negotiated. The current U.S. Senate proposal does not include aid to local governments. This item, if approved, would let the U.S. Senate know that cities need \$500 billion in direct and flexible federal assistance.

#### III. DISCUSSION:

On Monday, July 27, 2020, Senate Majority Leader Mitch McConnell (R-KY) introduced the HEALS Act in the U.S. Senate. The HEALS Act does not contain any additional funds for states or local governments.

This item would direct the City Manager to send a letter expressing support for \$500 billion in direct and flexible federal assistance to local governments of all sizes to sustain core services for our residents and to support public health and economic recovery in our communities.

A sample of the letter is attached.

#### IV. ALTERNATIVES:

Do not direct the City Manager to send the letter.

#### V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name Description

□ Congress Letter.docx Sample Letter

August 20, 2020

The Honorable TJ Cox 1728 Longworth HOB Washington, D.C. 20515

Dear Congressman Cox,

On behalf of the City of Coalinga, I urge you to support \$500 billion in direct and flexible federal assistance to local governments of all sizes to sustain core services for our residents and to support public health and economic recovery in our communities.

The COVID-19 pandemic has impacted municipal budgets across the country in ways that local governments could not have foreseen. Serving on the front lines of fighting this pandemic, California cities have stepped up by enacting emergency orders, setting up testing, protecting residents, supporting vulnerable populations, and helping Main Street businesses stay afloat. These actions have saved lives, but they have come at a cost. This unprecedented and multifaceted COVID-19 response, including the shutdown of our local economies, has left California cities facing a nearly \$7 billion revenue shortfall over the next two years. This shortfall continues to grow by billions of dollars as modified stay-at-home orders have extended into the summer months. At the same time, California cities have incurred significant unplanned expenditures.

Without significant new federal resources to offset expenses and address revenue shortfalls due to COVID-19, cities, who are required to balance their budgets every year, have no choice but to reduce or eliminate critical public services that our residents rely upon and layoff city employees. In a recent survey by the League of California Cities, ninety percent of cities say they will have to cut staff or decrease city services to residents, and nearly seventy-five percent of cities report they may have to take both actions.

Cities need Congress to deliver this assistance with no minimum population threshold determining eligibility for funding to all of our communities now. We cannot afford to wait. The funding provided through the CARES Act was not enough to ensure that all local governments have the resources to stabilize local budgets and continue delivering local services, fighting this pandemic and supporting local recovery.

Cities are the economic engines of our state and the backbone of this nation. Recovery from this unprecedented crisis will only be realized at the local level with strong support from the federal government. We implore you to provide this assistance to our cities, so that we can continue to be your strong partner in California.

If you have any questions, please contact me at <a href="mailto:mtrejo@coalinga.com">mtrejo@coalinga.com</a> or (559) 935-1533 ext 111.

Sincerely,

Marissa Trejo, City Manager

The Honorable Mitch McConnell, Majority Leader, U.S. Senate: <u>katelyn\_bunning@mcconnell.senate.gov</u>, <u>Stefanie\_Muchow@mcconnell.senate.gov</u>, <u>Scott\_Raab@mcconnell.senate.gov</u>, <u>Sharon\_Soderstrom@mcconnell.senate.gov</u>

The Honorable Chuck Schumer, Minority Leader, U.S. Senate: <a href="mike\_lynch@schumer.senate.gov">mike\_lynch@schumer.senate.gov</a>, <a href="mike\_lynch@schumer.senate.gov">erin sager@schumer.senate.gov</a>, <a href="mike\_lynch@schumer.senate.gov">meghan taira@schumer.senate.gov</a>,

The Honorable Nancy Pelosi, Speaker of the House, U.S. House of Representatives: <a href="mailto:dan.bernal@mail.house.gov">dan.bernal@mail.house.gov</a>, <a href="mailto:Dewhirst@mail.house.gov">Diane.Dewhirst@mail.house.gov</a>, <a href="mailto:robert.edmonson@mail.house.gov">robert.edmonson@mail.house.gov</a>, <a href="mailto:Dewhirst@mail.house.gov">Drew.Hammill@mail.house.gov</a>, <a href="mailto:George.Kundanis@mail.house.gov">George.Kundanis@mail.house.gov</a>, <a href="mailto:Terri.McCullough@mail.house.gov">Terri.McCullough@mail.house.gov</a>, <a href="mailto:Terri.McCullough@mailto:Terri.McCulloug

The Honorable Kevin McCarthy, Minority Leader, U.S. House of Representatives: <a href="will.dunham@mail.house.gov">will.dunham@mail.house.gov</a>, <a href="mail.house.gov">robin.lake-foster@mail.house.gov</a>, <a href="mail.house.gov">kyle.lombardi@mail.house.gov</a>, <a href="mail.house.gov">daniel.meyer@mail.house.gov</a>, <a href="mail.house.gov">james.min@mail.house.gov</a>, <a href="mail.house.gov">james.min@mail.house.gov</a>,

League of California Cities: SupportLocalRecovery@cacities.org

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

**Subject:** Introduce and Waive First Reading of Ordinance No. 843 Amending the Ordinance

Related to Sidewalks, Curbs, and Gutters

Meeting Date: August 20, 2020

From: Marissa Trejo, City Manager

Prepared by: Larry Miller, Public Works and Utilities Coordinator

#### I. RECOMMENDATION:

Introduce and Waive the First Reading of Ordinance No. 843 and further direct staff to fully investigate a shared cost program.

#### II. BACKGROUND:

On July 16<sup>th</sup>, staff proposed the adoption of ordinance no. 843 amending chapter 2 title 7 of the Coalinga municipal code relate to sidewalks, crosswalks, curbs, gutters, and driveways. Council stated their concern about passing an ordinance with vague enforcement policies. Staff has updated the ordinance to reflect what is already stated in California Streets and Highways Code 5610 – 5618 to simplify accessibility to the residents and propose a shared cost program.

#### III. DISCUSSION:

This ordinance does not change any part of enforcement or policy as the streets and highways code is the prevailing law related to sidewalks. Ordinance No. 843 simply reiterates California Streets and Highways Code 5610 and incorporates the language into the Coalinga municipal code and further includes additional language related to liability pursuant to PARSAC's direction to limit the liability of the City when the responsibility of the sidewalk is the property owners unless determined that the City created the hazard. This is intended to be an ease of access measure. In general, people would not consider to lookup local information at a State level.

After discussions with Public Works staff, considerations were made as to the conveyed concerns of City Council. Staff began to look to other cities policies. What was found was a "Shared Cost" program tends to be a prevailing ideal. This program, in short, would subsidize a part of the cost for the homeowner to replace sidewalk abutting their property. This shared costs, while still needs to be fully investigated, could be as much as fifty percent. However, some cities limit the cost to a set price per square foot. This sort of program has two benefits. Firstly, reduces costs for homeowners to replace sidewalk. Secondly, ensures that the City has a stake in any enforcement as we would also be paying in part any costs associated with required repair.

#### **IV. ALTERNATIVES:**

Do not pass Ordinance No. 843 and do not direct staff to fully investigate a "Shared Cost" program.

Do not pass Ordinance No. 843 and direct staff to fully investigate a "Shared Cost" program.

#### V. FISCAL IMPACT:

Passing Ordinance No. 843 has no fiscal impact itself. A shared cost program would have fiscal impacts. However, it should be noted that these impacts would not be associated until a fully investigated program was presented to Council at a later date.

With limited research, staff believes that a fund of \$ 30,000 per year could be allocated to fund such a program. This would be taken already existing State and grant funds and would generate a renewable source of income for the program each year.

#### ATTACHMENTS:

File Name Description

Ordinance No. 843 -

Gutters

D ORDINANCE NO 843 SIDEWALKS CROSSWALKS CURBS GUTTERS AND DRIVEWAYS(8.11.20).pdf Sidewalks, Curbs, and

#### **ORDINANCE NO. 843**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA AMENDING CHAPTER 2 OF TITLE 7 OF THE COALINGA MUNICIPAL CODE RELATING TO SIDEWALKS, CROSSWALKS, CURBS, GUTTERS, AND DRIVEWAYS

The City Council of the City of Coalinga does hereby ordain as follows:

#### **Section 1.** Section 7-2.01. Definitions is hereby amended to read as follows:

"Director of public works" as used in this chapter means the director of public works of the city, his designee, or the person appointed by the city manager to perform the duties of the director of public works as specified in this chapter.

"Sidewalk" as used in this chapter means an improved public thoroughfare designed for pedestrian and other non-motorized travel, and includes a park or parking strip maintained in the area between the property line and the street line, and also includes curbing, bulkheads, retaining walls or other works for the protection of any sidewalk or of any such park or parking strip.

"Third person" as used in this chapter means an individual or a person, including a public agency, but does not refer to the city, its officers, employees, or agents.

#### **Section 2.** Section 7-2.02 – Permits: Required is hereby amended to read as follows:

It shall be unlawful for any person to construct or install, or cause to be constructed or installed, any sidewalk, crosswalk, curb, gutter, or driveway, where such structure is constructed of concrete or other permanent substance on or in any public street, alley, or other public way or easement dedicated to the public use in the City, without first obtaining a permit therefor as provided in this chapter.

No work on the construction or installation of any project as provided in this chapter shall be started, continued, or completed until an application has been made therefor and a permit issued therefor as provided in this chapter.

#### **Section 3.** Section 7-2.03 – Permits: Applications is hereby amended to read as follows:

The permits required by Section 7-2.02 of this chapter shall be issued by the Public Works Director or such other person as may be designated from time to time by resolution of the Council. Such applications shall be in writing and shall be signed by the person or his authorized agent, or by the authorized representative of the firm or corporation desiring or intending to construct or install, or cause to be constructed or installed, the particular improvement set forth in Section 7-2.02 of this chapter. Such applications shall set forth the nature of the project to be constructed or installed, its exact location and dimensions,

and other pertinent facts. Such applications shall also show, by plot plan, profile, dimensions, and description, as the circumstances may require, the exact manner in which the construction or installation conforms to the official standards of location, grade, and specifications of construction and materials as are now, or may hereafter be, established by the City.

It shall be the duty of the issuing officer, before issuing a permit, to inspect the application, and he shall ascertain that the project described in such application conforms in every respect to the standards and specifications of the City then in force and effect. A permit shall be issued only if the project, as set forth in the application, conforms to such standards and specifications.

Applications shall be consecutively numbered, and each permit issued shall pertain solely to the application identified by number, date, and signatory for which the permit is issued.

#### **Section 4.** Section 7-2.04 Permits: Fees is hereby amended to read as follows:

To partly cover the cost of the setting of grades, inspections, and the maintenance of appropriate records, the issuing officer shall collect a fee for each permit issued pursuant to the provisions of this chapter and in accordance with the provisions of Resolution No. 580, on file in the Office of the City Clerk.

#### Section 7-2.05 Violations: Penalties is hereby amended to read as follows:

Any sidewalks, crosswalks, curbs, gutters, or driveways which have been installed by any person without obtaining written permission, or which are installed in a manner which does not conform to the provisions of the written permit, shall be subject to removal on the order of the Public Works Director.

Any person installing sidewalks, crosswalks, curbs, gutters, or driveways without first obtaining written permission from the Public Works Director shall be deemed guilty of an infraction and, upon conviction thereof, shall be punishable as set forth in Chapter 2 of Title 1 of this Code.

## Section 6. Section 7-2.06 – Duty to maintain sidewalks. Is hereby amended to read as follows:

The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a park or parking strip, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any third person other than the owner, under and by virtue of any permit or right granted to him by law or by the

city authorities in charge thereof, and such third persons shall be under a like duty in relation thereto.

### <u>Section 7.</u> 7-2.06. – Owner liable for injury from out of repair sidewalks. Is hereby amended to read as follows:

The person or entity required by Section 7-2.06 to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and non-dangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in a non-dangerous condition as required by this chapter, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.

#### Section 8.

The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Coalinga, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause 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. The summary shall be approved by the City Attorney.

This Ordinance shall take effect thirty (30) days after its adoption

#### **ATTEST:**

The foregoing Ordinance was introduced by the City C regularly scheduled meeting held on August 20, 2020,	and was passed and adopted by the City Council at
a regular meeting held on	, by the following vote:
AYES:	
Nors	
NOES:	
ABSTAIN:	
ADOSNIT	
ABSENT:	
Date:, 2020	
	Mayor, City of Coalinga
	wayor, city or counting
	City Clerk, City of Coalinga

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

**Subject:** Report of Sale of Surplus Fire Department Equipment and Authorization to

Allocate Funds

Meeting Date: August 20, 2020

From: Greg DuPuis, Fire Chief
Prepared by: Greg DuPuis, Fire Chief

#### I. RECOMMENDATION:

The Fire Chief recommends using some of the money received from the sale of the surplus ambulances to replace old furniture at the fire station.

#### II. BACKGROUND:

At the April 16, 2020 Council Meeting, the Council declared four ambulances as surplus, and authorized them to be sold via online auction. After the online auction completed, the proceeds are as follows:

7200 2009 Chevrolet 3500 Ambulance - \$3,937.00

7201 2009 Chevrolet 3500 Ambulance - \$4,600.00

7203 2002 Ford E450 Ambulance - \$4,300.00

7260 2007 International 4300 Ambulance - \$4,750.00

For a total of \$17,587.00

#### III. DISCUSSION:

The fire chief and firefighter's association would like to use some of the money to replace old and broken furniture in the station. The recliners in the day room are over eight years old. While still usable, they are covered with fabric which makes them hard to clean and sanitize. They have broken components with rips and tears in the fabric. These would be replaced with a more durable synthetic leather.

The dining room furniture needs replacement. The chairs have become worn and pieces have been glued back together multiple times. The department is wishing to replace the table and chairs with something more durable and industrial for fire station living. We would also like to replace the training room/EOC chairs.

#### IV. ALTERNATIVES:

1. Use the proceeds for other purposes.

#### V. FISCAL IMPACT:

The cost associated with the purchase of new furniture would be \$4,543.00 for (7) industrial strength recliners at \$649.00 each. \$650.00 for a new, locally made, custom table that seats 8. \$854.28 for (8) kitchen chairs. \$4,511.37 for (18) office chairs for the training room/EOC. The total cost for all furniture would be \$10,558.65.

#### ATTACHMENTS:

File Name Description

Description

Furniture\_Quotes.pdf

Furniture\_Quotes



#### FireStationFurniture.com

PO Box 1310 Mebane, NC 27302 855-956-3473

brandon@firestationfurniture.com

**Quote 3589** 

**ADDRESS** 

SHIP TO

Greg DuPuis

Greg DuPuis

Coalinga Fire Department

Coalinga Fire Department

300 W Elm

300 W Elm

Coalinga, CA 93210

to keep for future use.

Coalinga, CA 93210

DATE 07/29/2020 TOTAL **\$4,543.00**  DATE 09/29/2020

ITEM		QTY	PRICE EACH	AMOUNT
<b>DB-EC-Emb-Blk</b> Duty-Built Engine Co. Custom Embroidered Recliner - Blk		7	649.00	4,543.00
Chairs are made to order and ship in 4-6 weeks.	Labeles and the second			
Vector art file is required for embroidery. If you do not have	TOTAL		\$4	,543.00
this type of file there will be a setup charge added (\$150-200				

THANK YOU.

Free delivery includes customer unloading at a business address. Please let us know if other arrangements are needed. Delivery is normally made 5-10 business days from the day the order ships.

normally). The art files will be provided to you and are yours

This furniture is made to order, and not eligible for returns.

Accepted By

**Accepted Date** 



PURCHASE ORDERS ACCEPTED - CALL US TOLL FREE 855-956-3473



Home > RECLINERS & SOFAS > Duty-Built® Engine Co. CUSTOM EMBROIDERED Rocker Recliner - FREE SHIPPING with 2+











DUTY-BUILT® ENGINE CO. CUSTOM EMBROIDERED ROCKER RECLINER -SHIPPING WITH 2+

\$649.00

#### FABRIC

**Brown Leathersoft** 

ADD TO CART

ADD TO QUOTE





Check out our customer image gallery here.

Show the pride in your firehouse! Our Duty-Built Engine C rocker recliner CUSTOM EMBROIDERED with your logo or great fit for the fire station environment. Tough and dura comfortable this recliner is built to last!

- FREE SHIPPING TO BUSINESS ADDRESSES WITH MINIM ORDER OF 2 RECLINERS
- Shipping cost for one recliner to a business address is of \$69
- This recliner does not ship to residential addresses
- Lead time is 3-4 weeks after artwork is received and a

#### Warranty:

- 2-Year Warranty on component parts including contr mechanism and base
- 1-Year Warranty on synthetic leather upholstery
- NOTE Rips and tears to the fabric are NOT covered u warranty.

Tested to 300 lb. Weight Capacity

VECTOR ART FILE IS REQUIRED FOR EMBROIDERY. WE CAN CREATE EMBROIDERY FROM A PICTURE OF YOUR PATCH O





PURCHASE ORDERS ACCEPTED - CALL US TOLL FREE 855-956-3473

#### KEEP FUK FUIUKE USE.)

#### Product info:

- Shipping Weight: 105 lbs. Additional Info:
- Seat Size: 21"W x 20.5"D
- Back Size: 34"W x 25"H
- Seat Height: 21"H
- **Arm Height From Floor:** 26.5"H
- Arm Height From Seat: 6"H
- Overall Width: 43"W
- Overall Depth: 40 66"D
- Overall Height: 39"H
- Outbound Shipping: \*\*1 Per Box\*\*
- · Return Policy Returns are not accepted on this item.

- - 300 lb. Weight (
  - Plush Upholster Seat and Back
  - Rocker Feature
  - Lever Recliner
  - Black LeatherSc Upholstery
  - LeatherSoft is le polyurethane fc Softness and Di
  - · Easy to clean









Collections: CUSTOM LOGO FIREHOUSE SEATING, CUSTOM LOGO FURI

**RECLINERS & SOFAS** 

Category: firefighter recliner

Type: Recliner

#### QUESTIONS & ANSWERS

Aska C

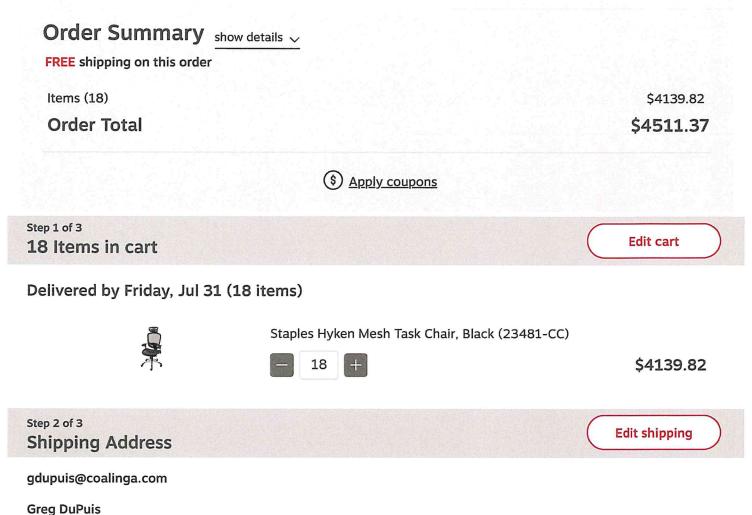
- Q Interested in your Custom Embroidered Logo Recliner. Is this available for Corporate Logos if I send you the artwork?
- A Yes, this recliner is available with any logo embroidered!
- Q Do you have any stock images for embroidery?
- A We do have access to some stock images. Please email us at help@firestationfurniture.com and let us know what you're looking for and we will take a look!
- Q do you have recliners ready to ship, or does it take a while?
- A The Duty-Built Engine Co. recliner is in stock and normally ships out in 2-3 days.
- Q Are your recliners in stock or built when ordered? We are opening a new station and we are needing recliners, bed frames, mattresses, kitchen ta chairs. This station is opening on November 1st so we need to get all these items mid to end of October.
- A The Duty-Built recliners are in stock, but embroidery takes 2-3 weeks once the art file is received. Mattresses are made to order and ship in about one week furniture (bed frames, kitchen table, chairs, etc.) are made to order and ship in 4-6 weeks.

RELATED ITEMS

7/29/2020 Checkout

### Staples.





#### orcy Dur urs

Coalinga Fire Department 300 W Elm Ave Coalinga, CA 93210

### Payment & Billing

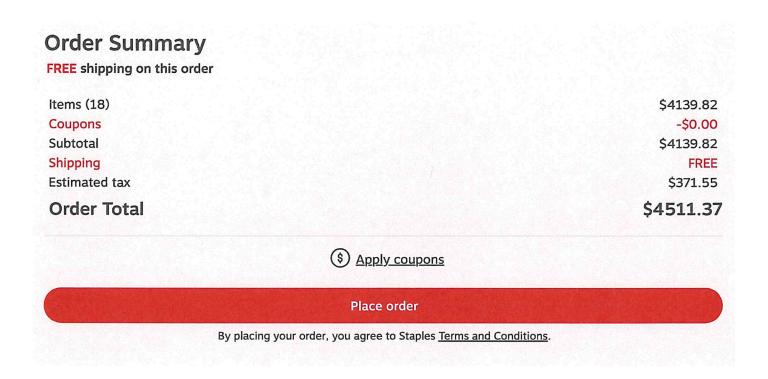
Credit card Other methods Gift cards & n

Enter a credit card

7/29/2020 Checkout

Card Number*	
We accept	
Exp Date*	Security Code*

Billing address same as shipping address add purchase order # (optional)



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Q Find anything home...



Furniture Outdoor Bed & Bath Rugs Décor & Pillows Storage Lighting Kitc

My Cart (8 Items)

\$854.28

This order qualifies for free shipping!

Proceed to Checkout



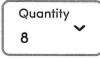
#### Mcbride Solid Wood Arm Chair

by Red Barrel Studio®

\$783.92

\$1,360.00 \$97.99 per item

818



Upholstery Color: Brown

Get it by Fri, Aug 7 - FREE Ground

Remove Save for Later

\$\frac{\text{Expert Assembly}}{\\$439.92}

₩ Add

Protection Plan \$71.92+ ₩ Add

### Order Summary (8 Items)

Item Subtotal: \$783.92

Ship To: <u>93210 − Goalinga</u> ✓ FREE

Estimated Tax: \$70.36

Total:

\$854.2



### Invoice

Robert Giffin 111 Hoover Street Coalinga, CA 93210 (559) 404-8914 arejaygiffin@yahoo.com

INVOICE # 001 DATE 07/03/2020

TO: Coalinga Fire Department 300 Elm Avenue Coalinga, CA 93210

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Wood table top material	\$400.00	\$400.00
	Labor	\$250.00	\$250.00
		SUBTOTAL	\$650.00
TOTAL DUE		\$650.00	





Thank you for your business!



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

**Subject:** Approval of Municipal Advisory Services Agreement between the City of Coalinga

and Wulff, Hansen & Co.

Meeting Date: August 20, 2020

From: Marissa Trejo, City Manager

**Prepared by:** Jasmin Bains, Financial Services Director

#### I. RECOMMENDATION:

Financial Services Director recommends approval of Municipal Advisory Services Agreement between the City of Coalinga and Wulff, Hansen & Co.

#### II. BACKGROUND:

The City currently has an existing agreement with Wulff, Hansen & Co. which expires December 31, 2020.

#### III. DISCUSSION:

Wulff, Hansen is proposing a new municipal advisory services agreement to run through December 31, 2022 to allow for sufficient time to complete the bond financing.

Addendum No. 1 authorizes Wulff, Hansen to develop a plan of financial for capital improvement projects, including energy efficiency, to the water and sewer enterprises utilizing any available funding sources, in the approximate amount of \$16,000,000. Their fee will be \$52,500.

Addendum No. 2 authorizes Wulff, Hansen to assist in refunding the 2012 Water and Wastewater Revenue Bonds. The approximate amount of the refinancing is not anticipated to exceed \$14,000,000. Their fee will be \$57,500.

Addendum No. 3 authorizes Wulff, Hansen to provide general municipal advisory services related to outstanding bond issues at a rate of \$300 per hour capped at an estimated a not-to-exceed amount specified in writing provided to the City upon request for services related to a specific project. Fees will be billed on a monthly basis as needed.

#### IV. ALTERNATIVES:

Do not approve the Municipal Services Agreement.

#### V. FISCAL IMPACT:

The fees associated with this agreement and addendum 1 and 2 will be paid from the bond financing and there will be not fiscal impact to the General Fund. Fees related to addendum 3 will be paid from the fund related to the bond issue.

#### ATTACHMENTS:

F	ile	N	ame
_			

- Wulff\_Hansen\_2020MAAgreement\_Coalinga\_sCC\_(1)\_060220.pdf
- Wulff\_Hansen\_2020Addendum1\_Coalinga\_sCC.pdf
- Wulff\_Hanses\_2020Addendum2\_Coalinga\_sCC.pdf
- Wulff\_Hansen\_2020Addendum3\_Coalinga\_sCC.pdf

#### Description

Wullf, Hansen Municipal Advisory Agreement

Wulff, Hansen MA Addendum No. 1

Wullf, Hansen MA Addendum No. 2

Wulff, Hansen Addendum No. 3

### Wulff, Hansen & Co.

#### INVESTMENT BANKERS

June 1, 2020

IOO SMITH RANCH ROAD, SUITE 330 SAN RAFAEL, CALIFORNIA 94903 (415) 421-8900

Marissa Trejo City Manager City of Coalinga 155 West Durian Coalinga CA, 93210

This is an Agreement (AGREEMENT) between the City of Coalinga (CLIENT) and Wulff, Hansen & Co. (MUNICIPAL ADVISOR or ADVISOR) a registered municipal advisory firm. The purpose of the AGREEMENT is to provide a framework allowing MUNICIPAL ADVISOR to provide municipal advisory services (SERVICES) to CLIENT from time to time as may be mutually agreed upon by both parties. All such SERVICES to be delivered under this Agreement will be specifically described in an Addendum to the AGREEMENT accepted by both parties, and no services will be provided in the absence of such an Addendum. The terms and conditions of this Agreement are set forth below. CLIENT understands and acknowledges that any information or services provided by ADVISOR pursuant to an Addendum to this Agreement are for the purpose of serving as Municipal Advisor to CLIENT and not as an Underwriter or otherwise facilitating the placement of municipal securities issued by CLIENT.

This AGREEMENT also contains various disclosures and other information required under MSRB Rule G-42 and, with its Addenda, will serve as written documentation of certain specific terms, disclosures and other items of information relating to our relationship as of the date this AGREEMENT is signed by ADVISOR. If this information materially changes during the relationship any such change will be described in writing and delivered to you.

#### 1. Scope of Services.

#### (a) Services to be provided.

From time to time CLIENT may request that ADVISOR provide municipal advisory services relating to a specific project or projects. The scope of any such services, any limitations thereon, any compensation to be earned by ADVISOR in connection with their delivery, and any conflicts of interest (other than those disclosed in this AGREEMENT) that ADVISOR may have in connection with such services will be described in an Addendum to this AGREEMENT. No services which are not so described and documented in an Addendum will be provided by ADVISOR to CLIENT.

#### (b) Limitations on Scope of Services

Where an Addendum to this Agreement describes the scope of services to be provided under that Addendum, any limitations on such scope in addition to those included in this Agreement will be described in that Addendum.

Unless otherwise specifically provided in an Addendum to this Agreement, ADVISOR is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. In addition, ADVISOR will not provide any of the following services in connection with any engagement pursuant to this Agreement or any associated Addenda:

- a) Legal services of any kind;
- b) Assistance to CLIENT with regard to CLIENT's responsibilities under the federal securities laws and regulations relating to initial or continuing disclosure in connection with municipal securities, inclusive of the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934. Such services will be provided only if ADVISOR is explicitly engaged by CLIENT in a separate contract unrelated to this Agreement or any Addenda thereto.
- c) Engineering services of any kind;
- d) Special Tax Rate Consulting
- e) Absorption Analysis or the review thereof;
- f) Feasibility Studies or the review thereof
- g) Fiscal Consulting;

- h) Underwriting or placement agent services;
- i) Accounting services;
- j) Investment advice concerning investment of excess bond proceeds, if any, resulting from an issuance of municipal securities
- k) Advice concerning derivative transactions or other municipal financial products, including but not limited to advice regarding swap transactions or strategies.

CLIENT acknowledges its responsibility with respect to compliance with federal securities laws and represents its intention to comply in all respects with such laws. CLIENT acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities may apply to the CLIENT and that the failure of ADVISOR to advise CLIENT respecting these laws shall not constitute a breach by ADVISOR of any of its duties and responsibilities under this Agreement.

#### 2. <u>Municipal Advisor's Regulatory Duties When Advising CLIENT.</u>

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to CLIENT's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to CLIENT. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about CLIENT and the authority of each person acting on CLIENT's behalf.

Accordingly, Municipal Advisor will seek CLIENT's assistance and cooperation, and the assistance and cooperation of CLIENT's agents, with the carrying out by Municipal Advisor of these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent CLIENT seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Municipal Advisor requests that CLIENT provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

#### 3. <u>Term</u>.

This AGREEMENT shall become effective upon acceptance by both parties and shall terminate **December 31, 2022** unless terminated earlier by one of the parties. Either party may terminate this AGREEMENT upon thirty days written notice to the other party or as may be mutually agreed by both parties. ADVISOR's engagement to provide municipal advice on a specific project or projects described in an Addendum to this document shall terminate as described in that Addendum.

#### 4. Compensation.

The form and basis of any compensation for any of Municipal Advisor's services provided or expenses incurred pursuant to an Addendum to this AGREEMENT will be as described in that Addendum.

#### 5. <u>Limitation of Liability.</u>

In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to CLIENT for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from CLIENT's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to CLIENT. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of CLIENT arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by CLIENT

of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to CLIENT under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

#### 6. Required Disclosures.

MSRB Rule G-42 requires that MUNICIPAL ADVISOR provide CLIENT with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) **Disclosures of Conflicts of Interest.** MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, any material conflicts of interest known to MUNICIPAL ADVISOR in connection with the Scope of Services are disclosed below, including those conflicts applying to various forms of compensation which are described in a document attached to this AGREEMENT. We believe that these conflicts are mitigated by our duties to CLIENT as assigned to us under Federal and State laws and regulations and the rules of the Municipal Securities Rulemaking Board. In addition, because MUNICIPAL ADVISOR is a broker-dealer with significant business and economic interests due to the nature of its overall business, the success and profitability of MUNICIPAL ADVISOR is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty where such duty exists. Furthermore, MUNICIPAL ADVISOR's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of MUNICIPAL ADVISOR potentially departing from their regulatory duties due to personal interests.

#### Other Municipal Advisor or Underwriting Relationships.

MUNICIPAL ADVISOR serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of CLIENT. For example, MUNICIPAL ADVISOR serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to CLIENT under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, MUNICIPAL ADVISOR could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of MUNICIPAL ADVISOR to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that MUNICIPAL ADVISOR serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

#### **Broker-Dealer and Investment Advisory Business.**

MUNICIPAL ADVISOR is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of CLIENT, may be undertaken on behalf of, or as counterparty to, CLIENT, personnel of CLIENT, and current or potential investors in the securities of CLIENT. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of CLIENT, such as when their buying or selling of CLIENT's securities may have an adverse effect on the market for CLIENT's securities, and the interests of such other clients could create the

incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from MUNICIPAL ADVISOR effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the MUNICIPAL ADVISOR that operate separately from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

In addition to the considerations above, the fact that MUNICIPAL ADVISOR's staff are engaged in support of these other business activities could create a conflict when multiple demands exist on a particular individual's time and resources. We reasonably believe that this conflict is mitigated by our staff's desire to complete CLIENT's work in a timely manner and consequently be compensated by MUNICIPAL ADVISOR for their efforts.

#### Other Business Relationships

MUNICIPAL ADVISOR may have existing or future business relationships, unrelated to CLIENT or MUNICIPAL ADVISOR's services to CLIENT, with underwriters, placement agents, attorneys, accountants, financial institutions, contractors or other entities whose services it may recommend to CLIENT or whom CLIENT may select on its own initiative. MUNICIPAL ADVISOR's business relationships with such entities may include payments or referrals made to Advisor by such entities or payments or referrals made by Advisor to such entities in connection with matters wholly unrelated to CLIENT's business or activities. Because under no circumstances will Advisor accept any form of payment or other remuneration, directly or indirectly, from any third party in connection with Advisor's services to CLIENT, Advisor believes that none of these other engagements or relationships would create a material conflict or otherwise impair MUNICIPAL ADVISOR's ability to fulfill its regulatory duties to CLIENT.

#### Secondary Market Transactions in CLIENT's Securities.

MUNICIPAL ADVISOR, in connection with its sales and trading activities, may take a principal position in securities, including securities of CLIENT, and therefore MUNICIPAL ADVISOR could have interests in conflict with those of CLIENT with respect to the value of CLIENT's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, MUNICIPAL ADVISOR or its affiliates may submit orders for and acquire CLIENT's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with CLIENT in that it could create the incentive for MUNICIPAL ADVISOR to make recommendations to CLIENT that could result in more advantageous pricing of CLIENT's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through staff members of the MUNICIPAL ADVISOR that operate independently from MUNICIPAL ADVISOR's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by MUNICIPAL ADVISOR to CLIENT under this Agreement.

#### Other Conflicts of Interest. None.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History*. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Municipal Advisor addresses below the required disclosures and related information in connection with such disclosures.

Required disclosures include specific information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Municipal Advisor and members of its staff have been subject to various such legal or disciplinary events. Municipal Advisor reasonably believes that it as an entity has no such events that may be material to CLIENT's evaluation of Municipal Advisor as such. However, during its 88 years as a broker/dealer, Municipal Advisor has accumulated a number of such events related to its broker/dealer business as such and CLIENT may wish to review these. Members of Municipal Advisor's staff who have also been registered representatives of one or more broker/dealers have disclosures which could potentially be material to CLIENT's evaluation. Specific instances of such events can be found

in Item 9 of our Form MA and, for staff members, Item 6 of Forms MA-I. Direct links to all of this information for the firm and each individual are provided on our website at: http://www.wulffhansen.com/publish/disclosureMA.html

The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by Municipal Advisor with the SEC is December 10, 2019, which change consisted of adding historical disclosures about a newly affiliated third-party accountant. The disclosures were not related to the municipal advisory business.

- (c) **Customer Protections.** Municipal Advisor is registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. The latter's website is located at <a href="www.msrb.org">www.msrb.org</a>. A municipal advisory client brochure is available on that website that describes the protections that may be provided by the MSRB's rules and how a client may file a complaint with an appropriate regulatory authority.
- (d) **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this information may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide CLIENT with any such supplement or amendment as it becomes available throughout the term of the Agreement.

#### 7. Choice of Law.

This Agreement shall be construed and given effect in accordance with the laws of the State of California.

- **8. Entire Agreement.** This instrument, including all Addenda and Appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.
- **9. Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

	Wulff, Hansen & Co.  By: Chris Charles
	President Title:
	June 1,2020 Date:
ACKNOWLEDGED: City of Coalinga	
Ву:	
Title:	
Date:	

## DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires us, as your Advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

<u>Forms of compensation; potential conflicts.</u> The forms of compensation for Advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an Advisor to recommend one course of action over another if it is more beneficial to the Advisor to do so. This document discusses various forms of compensation and the timing of payments to the Advisor.

**Fixed fee.** Under a fixed fee form of compensation, the Advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the Advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the Advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

<u>Fee paid under a retainer agreement.</u> Under a retainer agreement, fees are paid to an Advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the Advisor's fee is based upon a percentage of the principal amount of an issue of securities (*e.g.*, bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the Advisor's compensation.

#### ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

#### Addendum 1

#### 1. Purpose

This Addendum 1 to the Municipal Advisory Agreement dated June 1, 2020 between the City of Coalinga (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

#### 2. Services

#### 2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

Municipal Advisor will advise and assist the CLIENT in developing a plan of financing for capital improvement projects, including energy efficiency improvements, to the water and sewer enterprises utilizing any available financing sources, in the approximate amount of \$16,000,000. Services to be provided are as follows:

- a) Attendance at public meetings of the CLIENT at which matters relating to the Services are considered, except routine matters, including informational and educational meetings with the public;
- b) Attendance at CLIENT's staff meetings, Council meetings, or meetings with members of the public or others on matters relating to the Services, upon the request of the CLIENT after reasonable notice;
- Work with members of the public, other public agencies, CLIENT staff, and City Council members to address matters relating to the Services and develop and coordinate recommendations acceptable to interested parties;
- d) If requested, assist the CLIENT in its selection of any needed outside professionals (e.g., Bond Counsel, consultants, accountants, Trustee, Escrow Agent and others as appropriate);
- e) Prepare a Distribution List with contact information on all relevant participants in the project and the refinancing and Schedule indicating timing for significant steps in the process;
- f) Assist any of the CLIENT's staff and/or special consultants in developing specific terms and conditions affecting the project and the financing so as to best reflect the CLIENT's priorities and interests;
- g) Preparation of cash flow analysis and other schedules per CLIENT's direction and related consultation, including completion of an analysis of initial debt capacity based on currently available revenue sources and anticipated revenues from future water rates;
- h) Telephone consultation with staff members to answer questions about the project, the financing and related matters:
- i) Assist in preparing and arranging for any issuance of securities to be sold to a private investor through a placement agent (Private Placement) or alternatively through an underwriter (Public Offering);
- j) If requested, assist CLIENT in analyzing, reviewing, preparing and processing documents or applications for other possible sources of funds, including but not limited to state and federal subsidies, low interest government loan programs and grants, if possible, and considering the impact of such funding on the Project's overall financial needs. Because CLIENT's needs require that it undertake the Project as expeditiously as possible, the timeliness of possible receipt of such alternative sources of funds will be evaluated and given significant consideration along with any associated financial terms.
- k) Assist the CLIENT in transmitting to the Bond Counsel and Disclosure Counsel requested information to be used in the creation of the Bond and Offering Documents;
- I) Assist the CLIENT and the Placement Agent/Underwriter, Bond Counsel and other members of the financing team in closing the transaction;
- M) Assist the CLIENT in efforts to maintain or improve the CLIENT's credit rating, including preparation of materials, presentation and conference calls in the process of application for rating from the various credit rating agencies, if applicable;

- n) Assist the CLIENT in the preparation of materials and presentation in the application process for bond insurance and a surety bond for the Debt Service Reserve requirement from the various Bond Insurers, if applicable;
- o) Provide ongoing follow up consultation relating to the Financing, as necessary;

#### 2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

Municipal Advisor does not represent itself to possess special expertise in the obtaining of grants, subsidies, and similar financings as referred to Paragraph (j) above. Advisor understands that CLIENT expects to retain a professional grant writer or similar expert, should a grant or subsidy be considered, and that Advisor's role will be to review any financial terms and advise CLIENT as to how such funding sources would affect and interact with CLIENT's contemplated debt financing.

Municipal Advisor will accept the conclusions of the anticipated CLIENT's rate study at face value, will use those conclusions in formulating its advice to CLIENT, and will not be reviewing or otherwise rendering an opinion on the rate study's conclusions.

#### 3. Termination

The provisions of this Addendum 1 shall terminate and thereafter be null and void upon completion and closing of the financing, or on December 31, 2022 whichever occurs first. This Addendum 1 may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

#### 4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 1, Municipal Advisor shall be compensated as follows:

The fee due to Municipal Advisor Under this Addendum 1 shall be paid out of the proceeds of the related financing and will be contingent upon a successful sale of placement and the completion and funding of the specific financing. Compensation related to a specific transaction, outlined below, shall not be due to the Advisor for services rendered under this Addendum 1 if the specified financing is not completed.

Advisor's fee for the services described above in connection with a financing (estimated not to exceed a par amount of \$16,000,000) will be \$52,500. CLIENT acknowledges the fact that, should CLIENT employ funding sources in addition to the issuance of municipal securities, Municipal Advisor's fee would remain unchanged in recognition of its role in reviewing the financial terms and effects of such non-securities funding mechanism(s) on the overall financing plan.

#### 5. Conflicts of Interest

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 1 other than those previously disclosed to CLIENT in connection with the Agreement.

Approved: City of Coalinga	Approved: Wulff, Hansen & Co.	
/s/	1s1 Chris Charles	
- <u>-</u>	Chris Charles, President	
Print Name and Title		
Date:	Date: August 11, 2020	

#### ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

#### Addendum 2

#### 1. Purpose

This Addendum 2 to the Municipal Advisory Agreement dated June 1, 2020 between the City of Coalinga (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

#### 2. Services

#### 2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

CLIENT wishes to refund its 2012 Water and Wastewater Revenue Bonds. The approximate amount of the refinancing is not anticipated to exceed \$14,000,000. Services to be provided are as follows:

- a) Attendance at public meetings of the CLIENT at which matters relating to the Services are considered, except routine matters, including informational and educational meetings with the public;
- b) Attendance at CLIENT's staff meetings, Council meetings, or meetings with members of the public or others on matters relating to the Services, upon the request of the CLIENT after reasonable notice;
- Work with members of the public, other public agencies, CLIENT staff, and City Council members to address matters relating to the Services and develop and coordinate recommendations acceptable to interested parties;
- d) If requested, assist the CLIENT in its selection of any needed outside professionals (e.g., Bond Counsel, consultants, accountants, Trustee, Escrow Agent and others as appropriate);
- e) Prepare a Distribution List with contact information on all relevant participants in the project and the refinancing and Schedule indicating timing for significant steps in the process;
- f) Assist any of the CLIENT's staff and/or special consultants in developing specific terms and conditions affecting the project and the financing so as to best reflect the CLIENT's priorities and interests;
- g) Preparation of cash flow analysis and other schedules per CLIENT's direction and related consultation, including completion of an analysis of initial debt capacity based on currently available revenue sources and anticipated revenues from any future increased water/wastewater rates;
- h) Telephone consultation with staff members to answer questions about the project, the financing and related matters;
- i) Assist in preparing and arranging for any issuance of securities to be sold to a private investor through a placement agent (Private Placement) or alternatively through an underwriter (Public Offering);
- j) Assist the CLIENT in transmitting to the Bond Counsel and Disclosure Counsel requested information to be used in the creation of the Bond and Offering Documents;
- k) Assist the CLIENT and the Placement Agent/Underwriter, Bond Counsel and other members of the financing team in closing the transaction;
- Assist the CLIENT in efforts to maintain or improve the CLIENT's credit rating, including preparation of materials, presentation and conference calls in the process of application for rating from the various credit rating agencies, if applicable;
- m) Assist the CLIENT in the preparation of materials and presentation in the application process for bond insurance and a surety bond for the Debt Service Reserve requirement from the various Bond Insurers, if applicable;
- n) Provide ongoing follow up consultation relating to the Financing, as necessary;

#### 2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

Municipal Advisor will accept the conclusions of CLIENT's rate study at face value, will use those conclusions in formulating its advice to CLIENT, and will not be reviewing or otherwise rendering an opinion on the rate study's conclusions.

#### 3. Termination

The provisions of this Addendum 2 shall terminate and thereafter be null and void upon completion and closing of the financing, or on December 31, 2022 whichever occurs first. This Addendum 2 may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

#### 4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 2, Municipal Advisor shall be compensated as follows:

The fee due to Municipal Advisor Under this Addendum 2 shall be paid out of the proceeds of the related financing and will be contingent upon a successful sale of placement and the completion and funding of the specific financing. Compensation related to a specific transaction, outlined below, shall not be due to the Advisor for services rendered under this Addendum 2 if the specified financing is not completed.

Advisor's fee for the services described above in connection with a financing estimated not to exceed a par amount of \$14,000,000 will be \$57,500.

#### 5. Conflicts of Interest

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 2 other than those previously disclosed to CLIENT in connection with the Agreement.

Approved: City of Coalinga	Approved: Wulff, Hansen & Co.
/s/	1s1 <u>Chris Charles</u>
Distribution of the state of th	Chris Charles, President
Print Name and Title	
Date:	Date:August 11, 2020

#### ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

#### Addendum 3

#### 1. Purpose

This Addendum 3 to the Municipal Advisory Agreement dated June 1, 2020 between the City of Coalinga (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

#### 2. Services

#### 2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

#### General Municipal Advisory Services

- Advise and consult relative to outstanding Bond issues and other financing obligations of the City. Advice
  will include but not be limited to continuing disclosure requirements, rating agency follow up,
  restructuring or modification of existing documents, participating in follow up contact with existing
  holders of bonds, private placements, leases or other previously issued financing obligation, trustees,
  escrow agents, bond and disclosure counsels and other consultants involved in the financings;
- 2. Review and comment on City projects requiring financing including preliminary structure advice prior to commencement of any procedures leading to the issuing of such financing;
- 3. Advise the City at the request of staff, the Council or other consultants on matters within the purview of Advisor's expertise.

#### 2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

This Addendum does not include transaction-specific advice that may be required for execution and completion of any potential new financing. Any such advice will be provided under a separate Addendum specific to the financing in question.

#### 3. Termination

The provisions of this Addendum 3 shall terminate and thereafter be null and void upon December 31, 2022. This Addendum 3] may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

#### 4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 3, Municipal Advisor shall be compensated as follows:

A fee of \$300.00 per hour capped at an estimated a not-to-exceed amount specified in a writing provided to City upon request for services relating to a specific project. Fees will be billed on a monthly basis as needed.

#### 5. Conflicts of Interest

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 3 other than those previously disclosed to CLIENT in connection with the Agreement.

Approved: City of Coalinga	Approved: Wulff, Hansen & Co.
/s/	1s1 Chris Charles
Print Name and Title	Chris Charles, President
Date:	Date: August 11, 2020

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

**Subject:** Notice of Completion for the Gale Avenue Improvements

Meeting Date: August 20, 2020

From: Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Assistant City Manager

#### I. RECOMMENDATION:

Accept the project as complete; and

• Authorize the City Engineer to file the Notice of Completion for the project with the County Recorder; and if no claims are filed within 35 days after recordation, send a notice to the surety company to exonerate the Performance Bond.

#### II. BACKGROUND:

On June 4, 2020, the City Council awarded a construction contract to R.J. Berry Jr., Inc., in an amount of \$88,097.00, with an additional contingency of \$8,809.70 set aside for any unforeseen incidentals for a total authorization amount of \$96,906.70.

The project included, but is not limited to: Pulverization of existing A.C. pavement, sawcutting, grading base material, new A.C. pavement cap, shoulder backing, traffic striping, and construction surveying.

A notice to Proceed was issued to R.J. Berry Jr., Inc. providing 20 working days to complete construction.

#### III. DISCUSSION:

The Project was completed ahead of schedule. The final contract amount is \$88,047.50 which is \$8,859.20 under the amount approved by City Council on June 4, 2020.

The final inspection was done on inspected on July 1, 2020, which concluded that preparation of a final punch list was not necessary. The notice of completion, when filed, begins a time period for which mechanics liens, liens against the contractor, and stop payment notices can be filed against a public construction project. It is a protection for the City during a construction project. Staff is not aware of any issues related to this project.

#### **IV. ALTERNATIVES:**

None.

#### V. FISCAL IMPACT:

The project was fully funded by TDA Street Maintenance Funds in the amount of \$96,906.70.

Authorized funds that were not used in the amount of \$8,859.20 will be returned to the City's TDA Maintenance account and can be used on future street improvement projects.

There was no fiscal impact to the General Fund.

#### ATTACHMENTS:

File Name Description

□ Notice\_of\_Completion.docx Notice of Completion - Gale Ave

RECORDING REQUESTED BY City of Coalinga No Fee – Gov't. Code Sections 6103 and 27383

WHEN RECORDED MAIL TO: Tri City Engineering Inc. 4630 W. Jennifer Ave., Suite 101 Fresno, CA 93722

SPACE ABOVE THIS LINE FOR RECORDER'S USE

	NOTICE OF COMPLETION				
1. 2. 3.	The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.  The FULL NAME of the OWNER is The FULL ADDRESS of the OWNER is The FULL ADDRESS of the OWNER is The FULL ADDRESS of the OWNER is				
<del>-</del> 4.	The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee				
<del>-</del> 5.	(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or leasee)  The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:  Names:  Addresses:				
- 6.	The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:  Names:  Addresses:				
7. 3.	All work of improvement on the property hereinafter described was COMPLETED July 1, 2020  The work of improvement completed is described as follows:  The project includes, but is not limited to: Pulverization of existing A.C. pavement, sawcutting, grading base material, new A.C. pavement cap, shoulder backing, traffic striping, and construction surveying.				
9. 10. 11.	The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement isR.J. Berry Jr., Inc.  The street address of said property isGale Avenue in the City of Coalinga  The property on which said work of improvement was completed is in the City ofCoalinga  County ofFresno, State of California, and is described as follows:  Gale Avenue Repaving Project				
Date:					
the u	ation for INDIVIDUAL owner: Indersigned, declare under penalty of perjury under the laws of the Stat e of California that I am the owner of the aforesaid interes ate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and e facts stated therein are true and correct.				

Ve

Fresno, CA

Fresno, CA

Date and Place	
Verification for NON-INDIVIDUAL owner <u>City of Coalinga</u> :	
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the	of the
aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I kno contents thereof, and that the facts stated therein are true and correct.	w and understand the

Date and Place

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

Subject: Notice of Completion for Median Island Landscaping Project

Meeting Date: August 20, 2020

From: Marissa Trejo, City Manager

**Prepared by:** Sean Brewer, Assistant City Manager

#### I. RECOMMENDATION:

It is recommended that the Coalinga City Council accept the project as complete and authorize the City Engineer to file the Notice of Completion for the project with the County Recorder and notify surety to exonerate contract bonds.

#### II. BACKGROUND:

On May 21, 2020 the City Council awarded a construction contract to Joe's Landscaping and Concrete, Inc., in an amount of \$259,362.00, with an additional contingency of \$25,936.20 set aside for any unforeseen incidentals for a total authorization amount of \$285,298.20.

The project includes, but is not limited to: Clearing and grubbing, subgrade recompaction and grading, application of pre-emergent herbicide, and landscape installation for center median islands at the following locations:

- 1. Washington Street from Sunset Street to Monterey Avenue
- 2. E Roosevelt Street at Alicia Lane
- 3. Cambridge Avenue at Coalinga Middle School Pedestrian Crossing
- 4. Enterprise Parkway at Jayne Avenue
- 5. N Joaquin Street at Washington Street
- 6. W Cherry Lane from Elm Avenue to Falcon Way
- 7. N Monterey Avenue from W Polk Street to Washington Street
- 8. Copper Canyon Court from Sandalwood Street through Buckeye Springs Street
- 9. Sandalwood Street from Juniper Ridge Boulevard to Copper Canyon Court
- 10. Juniper Ridge Boulevard from Jayne Avenue to Sandalwood Street
- 11. Fifth Street from Sunset Street to Cedar Avenue

A notice to Proceed was issued to Joe's Landscaping and Concrete, Inc. providing 30 working days to complete construction.

#### III. DISCUSSION:

The project was completed ahead of schedule. The final contract amount is \$279,762.00 which is \$5,536.20 under the amount approved by City Council on May 2, 2020.

The final inspection was done on July 13, 2020, which concluded that preparation of final punch list was not

necessary. The notice of completion, when filed, begins a time period for which mechanics liens, liens against the contractor, and stop payment notices can be filed against a public construction project. It is a protection for the City during a construction project. Staff is not aware of any issues related to this project.

#### IV. ALTERNATIVES:

None.

#### V. FISCAL IMPACT:

The project was fully funded by Measure C Flexible Funding Street Fund Account in the amount of \$285,298.20.

#### ATTACHMENTS:

File Name Description

□ 2825\_Notice\_of\_Completion.docx Notice of Completion - Center Median Project

RECORDING REQUESTED BY City of Coalinga No Fee - Gov't. Code Sections 6103 and 27383

WHEN RECORDED MAIL TO: Tri City Engineering Inc. 4630 W. Jennifer Ave., Suite 101 Fresno, CA 93722

SPACE ABOVE THIS LINE FOR RECORDER'S USE

	NOTICE OF COMPLETION
1. 2.	The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described. The FULL NAME of the OWNER is <a href="City of Coalinga">City of Coalinga</a>
3.	The FULL ADDRESS of the OWNER is 155 W. Durian Ave, Coalinga, CA 93210
4.	The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee
	(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or leasee)
5.	The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:  Names:  Addresses:
6.	The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:
	Names: Addresses:
7. 8.	All work of improvement on the property hereinafter described was COMPLETED July 13, 2020
0.	The work of improvement completed is described as follows:  The project includes, but is not limited to: Clearing and grubbing, subgrade recompaction and grading, application of pre-emergent herbicide, and landscape installation for center median islands at various locations.
9. 10.	The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is
11.	The property on which said work of improvement was completed is in the City Coalinga of
	County of Fresno , State of California, and is described as follows:
	Median Island Landscaping Project
Date	:: Signature of Owner Or Agent of Owner
	Of Agent of Carlot
I, the or est	cation for INDIVIDUAL owner: undersigned, declare under penalty of perjury under the laws of the Stat e of California that I am the owner of the aforesaid interest ate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and ne facts stated therein are true and correct.
	Fresno, CA
Date a	and Place

aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the

of the

Verification for NON-INDIVIDUAL owner <u>City of Coalinga</u>:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the \_

Fresno, CA

contents thereof, and that the facts stated therein are true and correct.

Date and Place

# $\begin{array}{c} \textbf{STAFF REPORT-CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE} \\ \textbf{AUTHORITY} \end{array}$

Subject:	Public Works & Utilities Monthly Report for July 2020 August 20, 2020 Marissa Trejo, City Manager Sean Brewer, Assistant City Manager		
<b>Meeting Date:</b>			
From:			
Prepared by:			
I. RECOMMEN	DATION:		
Approve Public Wor	ks & Utilities Monthly R	eport for July 2020.	
II. BACKGROU	ND:		
None.			
III. DISCUSSIO	N:		
None.			
IV. ALTERNATI	VES:		
None.			
V. FISCAL IMP	ACT:		
None.			
ATTACHMENTS:			
File Name		Description	
□ Monthly_Report_	for_July_2020.pdf	Monthly Report for July 2020	



# PUBLIC WORKS AND UTILITIES DEPARTMENT MONTHLY REPORT FOR JULY 2020

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

#### **PUBLIC WORKS**

#### **Natural Gas Distribution:**

- 2020 Annual Gas Leak Survey was completed
- Repaired Gas Ballard W. Houston
- 90% of Gas leaks detected from Survey have been completed
- Repaired broken gas riser E Kinney St.
- Repaired gas leak 601 W. Pleasant
- · Turned gas off to Keck Park due to construction work

#### Water Distribution:

- Repaired 6" water main leak Derrick and Palmer
- Replaced 1" service line due to leak at 304 Dartmouth
- Replaced 1" service line due to leak 315 Cambridge
- Replaced Hydrant 900 Blk W. Elm
- Repaired water leak 271 E. Pleasant
- Repaired water leak 395 E. Louisiana
- Repaired water leak 395 Hachman
- Repaired water leak 100 Keck Ln.
- Replaced 3" water meter 340 W. Cambridge
- Flushed water mains Posa Chante, Jayne loop, Alpine

#### Wastewater Collection:

- Sewer Blockage on Sunflower ran several lines and cleared out several manholes in area.
- Installed stub out 4" sewer line for Splash Pad
- Cleared sewer blockage 7th and Sunset
- Cleared sewer blockage in front of 450 W. Elm

#### Sidewalks:

Repaired section of curb in front of 270 Coalinga Plaza

#### Parks:

Reinstalled basketball rims at both Sandalwood and Centennial Parks Installed new signs with covid 19 information and rules Steamed cleaned and disinfected tables and play structures

#### Miscellaneous:

- Crews have been working on median islands making sure watering system are working in prep for contractor median island landscaping. Continued to adjust and repair leaks and get watering system up and running correctly -Continued
- Installed High School Banners on City owned light poles-Continued
- Installed concrete pads for backflows along Cherry Ln.
- Installed tree stakes on new trees along Washington and Monterey
- Painted curb yellow Baker/Grant
- Removed tree that was hit by vehicle in front of 297 W. Elm
- Painted new Parallel parking on Cedar 4<sup>th</sup> to 3<sup>rd</sup>
- · Installed and removed final set of High School Banners
- Installed Veteran Banners downtown
- · Steam cleaned benches and trash receptacles downtown.
- Power washed Mott's fountain.
   Started Tree trimming city trees
   Patched potholes Fresno St. and around town where needed.

#### UTILITIES

• City wide fire hydrant flushing. Complete. Next Flushing Nov 13th.

#### PUBLIC UTILITIES COORDINATOR

#### 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.

• In light of recent quotes from American Office Solutions, Public Works has determined that they are able to more cost effectively implement their own solution that performs at a similar level. Design of system is currently in progress.

## **SCADA Updates/WTP Network**

- Updated SCADA remote systems.
- Updated WTP network hardware.

#### **Cross Connection Control**

- Backflow report has been submitted with Annual Water Report
- Preparation for 2020 backflow inspection reports has begun. Currently 60% complete with necessary preparation work.

#### **Natural Gas System**

I have been working with the Public Works department and Dan Bergman to help with the Natural Gas Audit of 2018. Additionally, I have been assisting with the response to PHMSA regulatory requirements.

- Resurveyed all points. Found considerable increases in potential readings. With this is mind it is likely sufficient for compliance if a depolarization survey is completed.
- Drafted RFP for depolarization survey. Bids are under review.
- Awarded bid to Farwest Corrosion Control.

#### **2015 UWMP**

I have been asked to draft and submit for proposal on the 2015 UWMP.

- Received notice that UWMP should be ready by end of July.
- Received draft version of 2015 UWMP. Currently under review.

#### Water System Analysis (MKN)

To move forward with plans to rehab/rebuild Derrick Reservoir, a hydraulic study must be done to see if our current water system configuration can run in four different scenarios while Derrick is offline being repaired.

• Received final invoice from MKN. MKN provided us with updates to GIS water map, a PDF of water map, and 12 prints of that map.

#### **Council Room Modernization**

- 98% of the hardware has arrived. Small changes were needed as install came near close.
- All hardware that is on site is installed and functioning properly. Awaiting delivery of final hardware.
- Completed modernization in council room.

#### Tree & Sidewalk Ordinance

- Submitted staff report for first reading of each respective ordinance.
- Tree ordinance was passed, but sidewalk ordinance required reworking. Staff report and edits to ordinance have been completed.

#### **Palmer & Derrick Reservoir Inspections**

Based on information gathered through investigating Derrick Reservoir rehabilitation efforts, there is a potential need for 3 MG additional storage. This is due to a loss of reservoir capacity that will likely come with rehabilitation. Additionally, more investigation is required to determine if the Derrick reservoir roof can be repaired or must be replaced entirely.

- Bids for Palmer came in too high. We only pursued bids to inspect the roof of Derrick reservoir. Work is to be completed my Mistras.
- Survey of Derrick Reservoir roof has been completed. Awaiting report from Mistras.

### **Uniform Public Construction Cost Accounting**

- Received notification from the State Controller's Office that everything was in order. We are ready to pursue Uniform Public Construction Cost Accounting.
- Currently organizing methods to track and present all data required by the State.

#### **WWTP Improvement Plan**

I am assisting in the coordination of the WWTP Improvement plan, which includes a security system, fence, and automation upgrades.

• Submitted plans to Tri-City showing proposed upgrade locations of lights and DO sensors.

#### **USBR**

- Submitted 2018 & 2019 updates on water management plan.
- Submitted corrections to the 2018 and 2019 reports.

#### WATER TREATMENR PLANT (WTP)

CCR final report was filed and submitted to the State.

City staff is working with Carter Redding on PHA for Fresno County. In progress

Hach equipment quarterly maintenance is schedule for July 6th. Work Completed. Next scheduled maintenance October 14<sup>th</sup>.

P15 motor and pump will be out of service. Being sent out for repairs and maintenance. P15 repairs have started. It will take 16 weeks to get the pump bowl sets in. Pump is expected to be return mid September. In **Progress** 

VFD quotes for P-1 & P-3. Electric Motor Shop will be installing the VFD. Work scheduled for the week of Aug. 17<sup>th</sup>.

OSG cells have arrived and is being schedule for installation. OSG Cells have been installed and working again. **Complete** 

AC unit replacement for hypo building. Garza's AC will be installing the new ac unit once it gets back from being coated. **New AC Unit was installed and complete.** 

Westland canal 24-hour algae treatment 7am-7am July 1 -2. Treatment has been completed. **Next algae treatment scheduled for August.** 

Anthracite filter media for beds 1, 2 & 4 was delivered. **Installation postponed till fall sometime.** 

New Surface Scatter for raw water turbidimeter has arrived and waiting for installation. Should be installed by the end of September.

TU5300 turbidimeters being installed. In progress

Hypo PLC programmer went out. Had to get Telstar to reprogram the unit. We also order extra part to have on hand.

Alum sledge removal project expected to start mid July. Project has been pushed back due to having to do biosolid testing for landfill.

Sludge drying beds 2 & 3 have been shut down to dry out for scheduled maintenance and Alum removal. Scheduled removal is set for Oct. / Nov.

## WASTEWATER TREATMENT PLANT (WWTP)

- 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**
- Effluent water is being directed radio field. Have three holding ponds & have been ripped for percolation.
- Control room equipment up grade. In progress
- New facility lighting. In progress
- Quote for new recycle water meter. In progress
- Removing sledge out of the new basin. Complete. Waiting on parts to divert effluent water to new basin.

#### ASSISTANT CITY MANAGER

#### PUBLIC WORKS/UTILITIES

- Water/Sewer Rate Study: Staff held a workshop with the City Council and proceeded with the issuance of a 218 notice for water and sewer rate increases. Notices should be received by residents by the end of August.
- Street Light Acquisition: Staff has been researching funding opportunities for the acquisition. Once this has been determined staff will bring to the council a contract to proceed with the next steps.
- TTHM: Project is shovel ready and is expected to be funded by the impending future water bond.
- **Derrick Bypass / Reservoir Assessment**: MKN presented the hydraulic analysis to understand the water system as a whole when the City either rehabilitates/replaces the Derrick Reservoir. Staff has been digesting the information which will assist staff in developing a rehabilitation plan for the derrick reservoir.
- **SCADA:** Front end bid documents are under review with bid expectations in August. This project will be funded through 2012 water bond proceeds.
- Coalinga Water Plant PSM/RMP: Environmental Permitting Specialist is finalizing all PSM/RMP programs for staff review in the next month. Due to COVID restrictions, finalizing reports and documents have been delayed until site visits are safe.
- County Inspection (Water Plant): Fresno County department of environmental health inspected the water plant and provided a correction plan which staff is currently working on to complete in the 30 days given by the County. Staff has completed all of the corrective actions that the County has requested at this time. Once the PSM RMP is complete the final items the County has requested will be addressed.
- Secondary WWTP Access Road: The City Engineer is reviewing the location and will then begin working on obtaining the appropriate easements for dedication. Property owners will need to be contacted in the near future. This is a low priority project as this time considering the other items staff is working on.
- Staff is working on policies for property owner responsibility for tree trimming and sidewalk repairs, and an additional policy for construction water.

- S. Princeton Drainage Issues: Staff met with PG&E regarding some improvements that they may have caused and as a result of the meeting, PG&E has opened an investigation to the effect and will report back to the City in the next couple weeks as to their conclusions of the workmanship performed by their crews.
- Training: None scheduled at this time.
- Pavement Management System: The pavement management system is operational, and staff will be utilizing its full potential for determining treatments for streets, budgeting and prioritization. Staff is scheduling a webinar training to learn the new program.
- Elm/Pacific Parcel Map Staff is working with the City Engineer to finalize the parcel map at Pacific and Elm to support future development and the future trail system.
- WWTP Hydraulic Control Boxes Bids have been awarded, contracts have been signed and construction should be taking place in the next 30 days due to fabrication delays.
- 2015 Urban Water Management Plan: Staff received a draft copy of the UWMP in July and staff is currently reviewing.
- Garlic Plant Discharge: The City is preparing for accepting discharge water into the sewer system from Valley Garlic once they installed a screen to capture the organics (peels, skins, etc.).
- Continued discussions with Staff, IGS and City Engineer on developing a long-range Capital Improvement Program for the Water and Wastewater Infrastructure in coordination with the water rate discussion.
- Surge Tanks: Staff has been working with the oil companies to develop an equitable cost share related to the facilities that the City owns and maintains where the oil companies it serves directly benefit. Staff is developing an RFP to solicit consultants who have the expertise in inspecting the facilities and provide a cost estimate for repairs and maintenance.

#### LOCAL STREET PROEJCTS

- Center Median Rehab: The project has been completed and final payment plus retention are currently being processed. A notice of Completion should be filed in the next 30 days.
- Gale Ave Rehabilitation: This project is complete.
- **Phelps Ave Reconstruction Project** Project is nearing completion and the contractor is currently completing their punch list items.
- Sunset Street Reconstruction: Plans and Specifications are complete, and the staff is expecting to bid this project in September.

#### **GRANTS**

Staff has been meeting with Blais and Associates on a monthly basis in accordance with their grant contract to review possible grant opportunities. Below is a status update on all grant activity within the Public Works/Utilities and Community Development Department(s):

- State Parks Per Capita Program: Staff is developing a scope of work for the \$177,000 the City is allocated in state parks funds. Applications for projects are due by December 31, 2021.
- **HOME** application for housing rehabilitation and first-time home buyer program has been submitted. Staff is awaiting an award notification in August.
- The City's AHSC Affordable Housing Grant Application for Pacific and Elm Ave was submitted in February by the deadline. On June 25, 2020 the City of Coalinga was notified that it was awarded funding for the project. Staff is expected to have a kick-off meeting with the development team sometime in late August.
- STBG (2015): Forest Phase 4 (Elm -1<sup>st</sup>) This project is under construction and should be complete by fall due to PG&E Delays, the project will be placed in suspension until PG&E can energize the lights.
- o CMAQ (2015): Alley Paving this project is currently under design and expected to go to construction in later 2020.
- ATP Cycle 3: Sidewalk Gaps and Safety Enhancements The City Engineer is

- **CMAQ:** Trail Segments 10-12 This project is currently under design with the City Engineers office.
- o **ATP Cycle 4** Trail segments, 9, 4 and 3 (portion) City Council approved a contract between SWCA and the City for environmental services at their August 6, 2020 meeting.
- STBG (2017) Design is currently underway for the Polk Street Reconstruction project from 5<sup>th</sup> Street to Elm Ave. Construction is anticipated for later 2020.
- CMAQ (2019): The City was notified of two grant awards that the City applied for in early 2020. Under the CMAQ program the City was awarded an alley project in amount of \$681,000 and another segment of our master trail system in the amount of \$1.1 million.
- STBG (2019) The City was awarded funding for the reconstruction of Polk Street from Elm to Monterey. Design will proceed once authorization has been granted which is expected in 2021.
- CDBG Staff received notice that the City will not be eligible for CDBG funding at this time for Van Ness Storm Drain Project due to the income levels the state has listed for the block in which the project is located. With that, this project will be shovel ready in the coming weeks and staff will be working with Self Help to look into a broader income study or wait for the release of the 2020 census data which is expected to favorable to the City in terms of eligibility.
- LSRP Staff is currently working on a local safety roadway plan that will allow the City to be eligible for future Highway Safety Improvement Program grant funds. The next cycle of HSIP funding will be in September 2020.
- LEAP The City has applied for housing funds through the local Early Action Planning Grant for \$65,000 in order to support the kickstart to the City's Cottage home program.
- O PLHA The City has applied for additional housing funds through the Permanent Local Housing Allocation program to complement the City's Cottage home program by offering down payment assistance and rehabilitation funds to income qualifying residents.
- Wastewater Consultant and City Engineer are working on opportunities for future uses of waste discharge, capital needs, and grant opportunities. -*Ongoing*
- Clean Water State Revolving Fund Grant Application Staff is finalizing the application to be submitted to the state for a planning grant to study needed improvements the waste collection and wastewater treatment plant.
- O Bureau of Reclamation Water Energy Grant Staff is currently working with our grant writers to develop a grant application for implementing Automated Metering Infrastructure so that metering the in the future will be completely automated rather than radio/touch and manual reads. This is a long-term plan to apply each year with the goal of complete automation in the future.
- o **ATP Cycle 5 Grant** Staff is currently with B&A on the scope of work for ATP 5, staff is anticipating safety improvements on Polk Street from 5<sup>th</sup> to Willow Springs. This will include sidewalk gaps, cross walks, and a trail segment from Willow Springs to Merced.
- HSIP (highway Safety Improvement Program) Cambridge/Elm Signalization Bids have been awarded and construction is expected to begin in the next 30-45 days. There has been a delay in Caltrans review and lead time on the signal poles.

#### **PARKS**

• Frame Park Splash Pad: Public Works staff has completed the preliminary works for the splash pad (sewer/water tie-in & minor tree removal) in anticipation of the contractor installing the splash pad infrastructure. This project is expected to be advertised for bidding in later in 2020 as other prioritized federal projects with strict deadlines are being completed.

#### COMMUNITY DEVELOPMENT

• Cottage Home Program – Staff is working with Self Help Enterprises on a fund request to obtain program funds to start the development of the cottage home ADU program. This is being accomplished through the LEAP and PLHA programs.

- Continuing coordination with the County and surrounding agencies regarding Community Choice Solar. Ongoing
- Council Chambers Technology Modernization staff has completed the majority of the upgrades to the Council chambers and conference room.
- Staff continuing to work with Tyler Technologies on Energov Migration. A go live date is nearing sometime in the Fall.
- Family Dollar building, landscape and sign plans have been approved. Permits are expected to be pulled anytime. No word from FD in the last 3 months.
- Council approved the rehabilitation of the hotel units on Valley Street. Staff issued the approval letter to the applicant with conditions. Awaiting response from applicant.
- The City Engineer is currently reviewing the Luxe Estates Final Map application. This project is located on the northeast corner of La Questa and Phelps. The developer has placed the review on hold until further notice.
- Staff is working with Ranch WIFI on a CUP application for a wireless network within the City of Coalinga. Waiting on additional information from the applicant to accept and begin processing.
- Staff is working on an ordinance that will update the Large Family Daycare regulations to be consistent with State law related to land use.
- Zoning Code 5 Year Update Staff is continuing to work with the Planning Commission on the 5-year zoning code update going through all sections of zoning code. This is expected to be an ongoing project throughout 2020.
- ZTA 20-02 Staff is working on an ordinance to update fence setbacks, particularly those on street side reverse corner lots.
- CUP 20-02 New AT&T Cell Tower (monopine) The Planning Commission approved this project in July and staff is awaiting confirmation of conditions and submission of building plans.
- ZTA 20-03 Cannabis Consumption Lounge/Café Ordinance–The City Council approved this ordinance revision in July.
- ZTA 20-04 Outdoor Cannabis Cultivation Ordinance The City Council approved this ordinance in July.
- Granite Mining Expansion Staff is working with Fresno County on an application by Granite
  Construction to expand their mining permits. The County of Fresno is processing a CUP for the
  land in the County as well as an environmental document that covers both City and County
  jurisdiction which will be used by the City when Granite Submits their application to the City for
  land within its jurisdiction.
- Heritage Park Assisted Living and Alzheimer's Facility staff recently received an application for a new assisted living and Alzheimer's facility to be located on Phelps Ave west of the CRMC. This is under initial staff review. A hearing schedule has not been established at this time.
- Urb Green Cannabis Cultivation Facility staff is currently reviewing an application for a 10,000 square foot indoor cannabis cultivation facility on Cody Street. The application in expected to go before the Planning Commission in August.