



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

**September 17, 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 September 17, 2020 via webinar only. The webinar can be accessed by visiting <https://us02web.zoom.us/j/82591657817?pwd=SWZRR1VoWkIESHdFZmVSbUhnTIRIUT09> with PASSCODE: 374037 or by telephone at +1 (669) 900-9128 with WEBINAR ID: 825 9165 7817 and PASSCODE: 374037. 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 (559) 935-1533 x113. The Meeting will begin at 6:00 p.m. and the Agenda will be as follows:**

### **1. CALL TO ORDER**

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

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

### **3. CITIZEN COMMENTS**

*This section of the agenda allows members of the public to address the City Council on any item within the jurisdiction of the Council. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and*

*all items will be referred to staff for follow up and a report.*

#### **4. PUBLIC HEARINGS**

1. Adoption of Resolution No. 3985 Approving the Submittal of a 2020 Community Development Block Grant – CV1 Application

**Marissa Trejo, City Manager**

#### **5. CONSENT CALENDAR**

1. Approve MINUTES - September 3, 2020
2. 2020/2021 COPS Spending Plan
3. Report of Sale of Coalinga Police Department Surplus Property and Authorization to Allocate Funds
4. Council Authorization to Appropriate Additional Funds to the Hydraulic Control Structure Improvements Project at the Wastewater Treatment Plant Related to Bypass Services (Rain-For-Rent)
5. Authorize Public Works to Allow Tanko Lighting to Begin Streetlight Ownership and Audit Project
6. Public Works & Utilities Monthly Report for August 2020

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

1. Discussion, Direction and Potential Action regarding the Police Department Transitioning to Hybrid Police Vehicles and the Installation of Charging Stations

**Darren Blevins, Chief of Police**

#### **7. ANNOUNCEMENTS**

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

#### **8. FUTURE AGENDA ITEMS**

#### **9. CLOSED SESSION**

1. REAL PROPERTY NEGOTIATIONS - Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: Portion of APN: 073-020-58S, Coalinga, CA. CITY NEGOTIATORS: City Manager, Marissa Trejo; City Attorney, Mario Zamora; and Sean Brewer, Assistant City Manager. NEGOTIATING PARTIES: David Wood Trustee. UNDER NEGOTIATION: Price and Terms of Payment.
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Government Code Section 54956.9(d)(1): 1 Case. California 5th Appellate District Court Case No.: F078081 Detainee-Americans for Civic Equality (DACE) v. Nathan Vosburg, et al.

#### **10. CLOSED SESSION REPORT**

**Closed Session:** A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters;

labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

## **11. ADJOURNMENT**

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

**Subject:** Adoption of Resolution No. 3985 Approving the Submittal of a 2020 Community Development Block Grant – CV1 Application  
**Meeting Date:** September 17, 2020  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Marissa Trejo, City Manager

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## **I. RECOMMENDATION:**

- Open the public hearing to accept comments on the City’s proposed submittal of an application in response to the 2020 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and to solicit citizen input.
- Adopt Resolution No. 3985 and thereby:

Review and approve an application for up to \$86,343 under the NOFA for the following eligible activities:

Subsistence Payments: \$86,343

General Admin (up to 17% of activity funds awarded)

TOTAL AWARDED - \$86,343

- Determine that federal Citizen Participation requirements were met during the development of the application.
- Authorize and direct the City Manager, or designees, to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of the grant.
- If the application is approved, authorize the City Manager, or designees, to transfer or modify budget amounts and activities as necessary to fully expend CDBG Program funds and to execute loan documents, Funds Requests, and other required reporting forms.

## **II. BACKGROUND:**

CDBG Program regulations require that the City conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas in which CDBG funds are used. Therefore, when the public hearing is opened, the public will be invited to comment on the City’s proposed submittal of a 2020 CDBG Coronavirus Response Round 1 (CDBG-CV1) Grant application and to make their comments known on the proposed activities.

A public notice was published in the September 11, 2020, issue of the Hanford Sentinel and posted in at regular locations throughout the City notifying the public of this public hearing.

On June 5, 2020, HCD released a NOFA announcing the availability of CDBG-CV1 Program funds of approximately \$18.7 million in new CDBG coronavirus response round1 federal funds authorized by the



Coronavirus Aide, Relief, and Economic Security (CARES) Act. Applications are due on September 21, 2020.

CDBG-CV1 NOFA provides funding ONLY for the following activities: Assistance to businesses and microenterprises impact by COVID-19 stay-at-home orders and shut-downs, Public Service related to COVID-19 support, Facility improvements related to COVID-19 healthcare and homeless housing needs, Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19. Funds are provided as non-competitive, and provided as an allocation to non-entitlement jurisdictions. The City of Avenal's allocation under the CDBG-CV1 NOFA is \$86,343 which included administrative funds.

### **III. DISCUSSION:**

The City proposes to apply for CDBG-CV-1 funds to provide a Subsistence Payment Program to income eligible households in need of city utility assistance. A resolution is attached for your consideration, which approves submittal of a 2020 CDBG-CV1 Program application for up to \$86,343 as follows:

Subsistence Payments	\$86,343
General Administration (up to 17% of activity funds awarded)	
<b>TOTAL:</b>	<b>\$86,343</b>

When the Public Hearing is opened, citizens are encouraged to ask questions and/or comment on the proposed activities/application or on any aspect of the CDBG Program. Citizens are also invited to submit written comments to the City or to review information on the City's CDBG Program at City Hall, 155 W. Durian Avenue, Coalinga, CA 93210. Write or contact Shannon Jensen at 559-935-1533 extension 113, at the same address.

### **IV. ALTERNATIVES:**

Do not approve.

### **V. FISCAL IMPACT:**

The cost for preparation of the CDBG application by Self-Help Enterprises is \$2,500.

#### **ATTACHMENTS:**

File Name	Description
 Resolution_No_3985.pdf	Resolution No 3985

## **RESOLUTION NO. 3985**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020**

**BE IT RESOLVED** by the City Council of the City of Coalinga as follows:

#### **SECTION 1:**

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$86,343 for the following CDBG-CV1 activities, pursuant to the June 2020 CDBG-CV1 NOFA:

Subsistence Payments	\$86,343
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#### **SECTION 2:**

The City hereby approves the use of Program Income in an amount not to exceed \$100,000 for the CDBG-CV1 activities described in Section 1.

#### **SECTION 3:**

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

#### **SECTION 4:**

The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

#### **SECTION 5:**

If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

#### **SECTION 6:**

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Coalinga held on this 17th day of September 2020 by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVED:

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Ron Lander, Mayor

**STATE OF CALIFORNIA**

City of Coalinga

I, Shannon Jensen, City Clerk of the City of Coalinga, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 17th day of September, 2020.

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Shannon Jensen, City Clerk

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

**Subject:** Approve MINUTES - September 3, 2020  
**Meeting Date:** September 17, 2020  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Shannon Jensen, City Clerk

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**I. RECOMMENDATION:**

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	File Name	Description
▣	MINUTES_For_Approval_090320.pdf	Minutes - September 3, 2020

# MINUTES

## CITY COUNCIL/SUCCESSOR

### AGENCY/PUBLIC FINANCE AUTHORITY

### MEETING AGENDA

### September 3, 2020

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

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

Others Present: Assistant City Manager Sean Brewer (in for City Manager Marissa Trejo), City Attorney Mario Zamora, Chief of Police Darren Blevins, Financial Services Director Jasmin Bains, City Treasurer James Vosburg, Fire Chief Greg DuPuis, Public Works and Utilities Coordinator Larry Miller, Senior Administrative Analyst Mercedes Garcia (in for City Clerk/Assistant to the City Manager Shannon Jensen)

Council Members Absent: None

Others Absent: Marissa Trejo and Shannon Jensen

*Motion by Adkisson, Second by Ramsey to Approve the Agenda for the Special Meeting of September 3, 2020. Motion **Approved** by a 5/0 Majority Voice Vote.*

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

1. Employee of the Month for September 2020 - Maintenance Worker I, Manuel Robles

Assistant City Manager Sean Brewer presented Maintenance Worker I, Manuel Robles with an Employee of the Month certificate for September 2020.

3. **CITIZEN COMMENTS**

*The following individuals submitted electronic comment(s):*

Jerry Mize – opposed to the cancellation of the City's cannabis monitoring and compliance contract with SCI Consulting (Item No. 6.1).

Jerry Mize – opposed to changing distance requirements for schools from cannabis companies (Item No. 6.2).

Bonnie Wikler of 517 Madison Street – requested the City Council explain their position and decision with regard to protecting the community against high COVID rates and cases.

Andrea Rosas spoke in opposition of the water and sewer rate increases during the current COVID-19 pandemic.

Nathan Vosburg spoke in favor of the cancellation of the City's cannabis monitoring and compliance contract with SCI Consulting and for staff to assume those responsibilities. Mr. Vosburg thanked Mayor Lander for his years of service with the City Council and a job well done.

#### 4. PUBLIC HEARINGS (NONE)

#### 5. CONSENT CALENDAR

1. Approve MINUTES - August 20, 2020
2. Check Register: 07/01/2020 - 07/31/2020
3. Waive the Second Reading of Ordinance No. 843 Amending the Ordinance related to Sidewalks, Curbs, and Gutters

*Councilman Adkisson pulled Item No. 5.3 for discussion.*

Assistant City Manager Sean Brewer clarified the ordinance reflects state law and establishes liability. Staff is working to develop a cost sharing program and budget which will be brought back to the Council for consideration.

*Motion by Singleton, Second by Stolz to Approve Consent Calendar Item Nos. 5.1 through 5.3. Motion **Approved** by Roll-Call 5/0 Majority Vote.*

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

1. Council Discussion and Potential Action Regarding the Cancellation of the City's Cannabis Monitoring and Compliance Contract with SCI Consulting  
**Sean Brewer, Assistant City Manager**

This is a Future Agenda Item requested by Councilman Adkisson.

*Consensus of the Council is to **Table** Item No. 6.1 to the next meeting and to include a copy of the SCI Consulting contract, along with all other details for the agenda item and discussion.*

2. Council Discussion and Potential Action Regarding Updating Distance Requirements for Schools from Cannabis Companies  
**Sean Brewer, Assistant City Manager**

This is a Future Agenda Item requested by Councilman Adkisson.

*Consensus of the Council is to **Table** Item No. 6.2 to the next meeting and to include a map to identify a potential change from 1,800 feet to 1,000 feet from schools.*

3. Discussion, Direction and Potential Action regarding Online City Council Meetings  
**Sean Brewer, Assistant City Manager**

This is a Future Agenda Item requested by Councilwoman Stolz.

*Consensus of the Council is to **Continue** using Zoom for online City Council Meetings through October 2020.*

4. Discussion, Direction and Potential Action regarding Resuming Closed Session Portion of City Council Meetings in Person  
**Sean Brewer, Assistant City Manager**

This is a Future Agenda Item requested by Councilwoman Stolz.

*Consensus of the Council is to **Continue** using Zoom for the Closed Session portion of City Council Meetings. If anyone is experiencing difficulties at any time, the Closed Session will stop until the issued can be resolved and all Councilmembers are able to participate.*

5. Discussion, Direction and Potential Action regarding placing "In God We Trust" in the City Council Chambers  
**Sean Brewer, Assistant City Manager**

This is a Future Agenda Item requested by Mayor Pro-Tem Ramsey.

Mary Jones spoke in favor of placing "In God We Trust" in the Council Chambers and requested the City Manager or the City Council approve the final design.

*Motion by Singleton, Second by Stolz to Approve the Placement of "In God We Trust" in the City Council Chambers. Motion **Approved** by a Roll-Call 5/0 Majority Vote.*

## 7. ANNOUNCEMENTS

### Manager's Announcements:

None

### Council Member's Announcements:

None

### Mayor's Announcements:

Mayor Lander thanked Mr. Brewer for a job well done during the meeting tonight. Mayor Lander thanked Mr. Vosburg for his kinds words.

## 8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION (NONE)

None

10. CLOSED SESSION REPORT

None

11. ADJOURNMENT 7:08PM

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Ron Lander, Mayor

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Shannon Jensen, City Clerk

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September 17, 2020  
Date



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

**Subject:** 2020/2021 COPS Spending Plan  
**Meeting Date:** September 17, 2020  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Darren Blevins, Chief of Police

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**I. RECOMMENDATION:**

Staff recommends the Council approve the spending of the COPS for fiscal year 2020 / 2021.

**II. BACKGROUND:**

The State of California has provided Department's throughout California \$100,000.00 for particular expenditures that serve or assist front line law enforcement. This funding requires the Department's proposed expenditures be approved by the City Council at a public meeting.

**III. DISCUSSION:**

The police department receives funding each year from the State of California in the sum of \$100,000.00. The Coalinga Police Department's COPS fund balance is currently at \$220,272.00 and will be receiving an additional 100,000.00 this fiscal year.

Below is a list of equipment the department would like to purchase with this funding this year;

Year 2020/2021

1. Lease payment on Patrol Cars: \$50,799.00
2. Fund half of a police officer position for the first 2 years: \$49,000.00 (Approved by Council Feb. 6, 2020)
3. Evidence Audit: \$24,000.00 (Approved by council Aug. 20, 2020)
4. Payment for new department weapons: \$9,039.46 (Approve by council Feb. 6, 2020).

Additional items:

5. 20 Taser's with a 5 year lease: \$13,578.29 (yr 2,3,4,5 \$15,692.40)

The department's Taser's have reached their end of life and need to be replaced. TASER International has been contacted and has provided police department a quote with the option to purchase or lease.

6. 20 Axon Body cameras with a 5yr Lease: \$22,323.90 (at years 2.5 and 5 department will rotate out their current body cameras and will be given new body cameras at no additional cost).

The Chief has elected to obtain equipment that attaches to the officers taser and gun holster as well as an in car activation sensor, that will automatically activate the officer's body camera and alert Admin staff when the officer's taser or side arm is fired. Once admin is notified they will have the ability to actively view the officers body cam video live as the incident is going on. Equipment will be added to the officers vehicle light control box in their patrol cars that will activate the body camera as soon as the emergency lights are activated.

7. 3 Getac mobile computers: \$6,586.94.

8. Medical Kits for the officers patrol cars: \$2,000.00

9. Replace 6 department computers including dispatch computers: up to \$15,000.00

I have included the attached excel spreadsheet for the police department's spending outline for the next 5 years. Additional equipment may be purchased during this time frame, however the department will bring their request before the council prior to any additional purchases.

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

Council could not approve the spending plan, or direct the Police Department to develop a different Spending Plan.

#### **V. FISCAL IMPACT:**

There is no fiscal impact to the general fund for any of the above purchases. All funding will come form the department's COPS Grant.

#### **ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> COPS_Spending_Plan_(1).pdf	COPS Projected 5 Yr spending plan
<input type="checkbox"/> Coalinga_PD_-_CA_-_T7_Cert_(20).pdf	Taser Quote
<input type="checkbox"/> Coalinga_PD_-_BWC_Quote_v3_(TAP).pdf	Body Camera Quote
<input type="checkbox"/> NAG_Industries_Med_Kits_Quote.pdf	Medical Kits Quote

Starting Fund Balance 09/01/20      \$    220,272.00

**2020/21 COPS Spending Plan**

COPS Funding	\$	100,000.00	
Patrol Car Lease	\$	(50,799.00)	
Funding of 1/2 LEO	\$	(49,000.00)	Approved by Council 02/06/2020
Evidence Audit	\$	(24,000.00)	Approved by Council 08/20/2020
New Wepons	\$	(9,039.46)	Approved by Council 02/06/2020      Dept. Glock
20 Tasers Y1	\$	(13,528.79)	
20 Axon Body Cameras	\$	(22,500.00)	
Medical Kits	\$	(2,000.00)	
3 Getac mobile computers	\$	(6,586.94)	
<b>Projected EOY Balance</b>	<b>\$</b>	<b>142,817.81</b>	

<b>2021/22 COPS Spending Plan</b>	<b>\$</b>	<b>142,817.81</b>
COPS Funding	\$	100,000.00
Funding of 1/2 LEO	\$	(51,000.00)
20 Tasers Y2	\$	(15,692.00)
20 Axon Body Cameras Y2	\$	(22,500.00)
New Vehicle Lease/Purchase Y1	\$	(35,589.02)
<b>Projected EOY Balance</b>	<b>\$</b>	<b>118,036.79</b>

<b>2022/23 COPS Spending Plan</b>	<b>\$</b>	<b>118,036.79</b>
Cops Funding	\$	100,000.00
20 Tasers Y3	\$	(15,692.00)
20 Axon Body Cameras Y3	\$	(22,500.00)
New Vehicle Lease/Purchase Y2	\$	(35,589.02)
<b>Projected EOY Balance</b>	<b>\$</b>	<b>144,255.77</b>

<b>2023/24 COPS Spending Plan</b>	<b>\$</b>	<b>144,255.77</b>
Cops Funding	\$	100,000.00
20 Tasers Y4	\$	(15,692.00)
20 Axon Body Cameras Y4	\$	(22,500.00)
New Vehicle Lease/Purchase Y3	\$	(35,589.02)
<b>Projected EOY Balance</b>	<b>\$</b>	<b>170,474.75</b>

<b>2024/25 COPS Spending Plan</b>	<b>\$</b>	<b>170,474.75</b>
Cops Funding	\$	100,000.00
20 Tasers Y5	\$	(15,692.00)
20 Axon Body Cameras Y5	\$	(22,500.00)
New Vehicle Lease/Purchase Y4	\$	(35,589.02)
<b>Projected EOY Balance</b>	<b>\$</b>	<b>196,693.73</b>

ç's sold for \$8,750.00 to be put in the General fund



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-265741-44062.990TC**

Issued: 08/19/2020



**Quote Expiration: 09/30/2020**

**Account Number: 108666**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Darren Blevins  
Coalinga Police Dept. - CA  
270 N. 6th Street  
Coalinga, CA 93210  
US

**BILL TO**

Coalinga Police Dept. - CA  
270 N. 6th Street  
Coalinga, CA 93210  
US

**SALES REPRESENTATIVE**

Travis Cole  
Phone: 480-463-2200  
Email: tcole@taser.com  
Fax: 480-463-2200

**PRIMARY CONTACT**

Darren Blevins  
Phone: (559) 935-2313  
Email: dblevins@coalinga.com

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	20	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	20	0.00	0.00	0.00
<b>Hardware</b>						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		20	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		20	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		24	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		24	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		60	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		60	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	20	720.00	623.00	12,460.00
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	20	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	20	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	495.00	0.00	0.00
Subtotal						12,460.00
Estimated Shipping						0.00
Estimated Tax						1,118.29
Total						13,578.29

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	20	720.00	720.00	14,400.00
Subtotal						14,400.00
Estimated Tax						1,292.40
Total						15,692.40

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	20	720.00	720.00	14,400.00
					Subtotal	14,400.00
					Estimated Tax	1,292.40
					Total	15,692.40

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	20	720.00	720.00	14,400.00
					Subtotal	14,400.00
					Estimated Tax	1,292.40
					Total	15,692.40

### Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	20	720.00	720.00	14,400.00
					Subtotal	14,400.00
					Estimated Tax	1,292.40
					Total	15,692.40
Grand Total						76,347.89



## Discounts (USD)

Quote Expiration: 09/30/2020

List Amount	73,740.00
Discounts	3,680.00
<b>Total</b>	<b>70,060.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	13,578.29
Year 2	15,692.40
Year 3	15,692.40
Year 4	15,692.40
Year 5	15,692.40
<b>Grand Total</b>	<b>76,347.89</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Travis Cole at [tcole@taser.com](mailto:tcole@taser.com) or fax to 480-463-2200

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

The trademarks referenced above are the property of their respective owners.

***Axon Internal Use Only***		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



# AXON

**Coalinga Police Dept. - CA**

**AXON SALES REPRESENTATIVE**

Thom Ruseva-Mahan

+1 4805026238

tmahan@axon.com

**ISSUED**

9/4/2020



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-266777-44078.874TR**

Issued: 09/04/2020



**Quote Expiration: 09/25/2020**

**Account Number: 108666**

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Darren Blevins  
Coalinga Police Dept. - CA  
270 N. 6th Street  
Coalinga, CA 93210  
US

**BILL TO**

Coalinga Police Dept. - CA  
270 N. 6th Street  
Coalinga, CA 93210  
US

**SALES REPRESENTATIVE**

Thom Ruseva-Mahan  
Phone: +1 4805026238  
Email: tmahan@axon.com  
Fax: +1 4809993359

**PRIMARY CONTACT**

Darren Blevins  
Phone: (559) 934-1231  
Email: dblevins@coalinga.com

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	16	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	16	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	6	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	2	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	420	0.00	0.00	0.00
73680	AWARE PLUS LICENSE	12	18	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		18	699.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
74211	AXON BODY 3 - 1 BAY DOCK		2	200.00	102.20	204.40
74028	WING CLIP MOUNT, AXON RAPIDLOCK		19	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		18	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	336.00	6,048.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	60	2	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		18	41.75	0.00	0.00
<b>Other</b>						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		2	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	18	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	420	4.80	4.80	2,016.00
73666	AWARE PLUS PAYMENT	12	18	300.00	300.00	5,400.00
<b>Services</b>						
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	21,410.40
					Estimated Shipping	0.00
					Estimated Tax	913.50
					Total	22,323.90

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	336.00	6,048.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	1,951.20	3,902.40
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00

## Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	420	4.80	4.80	2,016.00
73666	AWARE PLUS PAYMENT	12	18	300.00	300.00	5,400.00
Subtotal						21,410.40
Estimated Tax						913.50
Total						22,323.90

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	336.00	6,048.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	1,951.20	3,902.40
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
<b>Other</b>						
73309	AXON CAMERA REFRESH ONE		18	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		2	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	420	4.80	4.80	2,016.00
73666	AWARE PLUS PAYMENT	12	18	300.00	300.00	5,400.00
Subtotal						21,410.40
Estimated Tax						913.50
Total						22,323.90

## Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	336.00	6,048.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	1,951.20	3,902.40

## Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	420	4.80	4.80	2,016.00
73666	AWARE PLUS PAYMENT	12	18	300.00	300.00	5,400.00
					Subtotal	21,410.40
					Estimated Tax	913.50
					Total	22,323.90

## Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	18	336.00	336.00	6,048.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	1,951.20	3,902.40
87061	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT	12	2	114.00	114.00	228.00
<b>Other</b>						
73310	AXON CAMERA REFRESH TWO		18	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		2	0.00	0.00	0.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	16	180.00	180.00	2,880.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	2	468.00	468.00	936.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	12	420	4.80	4.80	2,016.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73666	AWARE PLUS PAYMENT	12	18	300.00	300.00	5,400.00
					Subtotal	21,410.40
					Estimated Tax	913.50
					Total	22,323.90
					Grand Total	111,619.50



## Discounts (USD)

Quote Expiration: 09/25/2020

List Amount	110,553.50
Discounts	3,501.50
<b>Total</b>	<b>107,052.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	22,323.90
Year 2	22,323.90
Year 3	22,323.90
Year 4	22,323.90
Year 5	22,323.90
<b>Grand Total</b>	<b>111,619.50</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

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<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (Or write N/A):</b> _____	

Please sign and email to Thom Ruseva-Mahan at [tmahan@axon.com](mailto:tmahan@axon.com) or fax to +1 4809993359

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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***Axon Internal Use Only***		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

# Estimate Details

[Request changes](#)



NAG Industries

1803 Elzworth St Bakersfield, CA 93312 United States

## ESTIMATE

Estimate #:

0105

Estimate date:

Sep 1, 2020

### Bill To:

Sean Young  
270 N. Sixth St. Coalinga, CA 93210 United States  
syoun@coalinga.com

### Ship To:

Description	Quantity	Price	Amount
Coalinga PD med kit	20	\$100.00	\$2,000.00
		Subtotal	\$2,000.00
		<b>Total</b>	<b>\$2,000.00</b>

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

**Subject:** Report of Sale of Coalinga Police Department Surplus Property and Authorization to Allocate Funds  
**Meeting Date:** September 17, 2020  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Darren Blevins, Chief of Police

---

**I. RECOMMENDATION:**

The Police Chief recommends the Council authorize the use of funds received from the sale of surplus radio equipment and firearms to supplement the cost to replace old police department furniture and new flooring for records.

**II. BACKGROUND:**

At the February 2, 2020 Council meeting, the Council authorized the police department to sell its firearms once the police department received their new firearms. On June 18, 2020, the City Council authorized the police department to sell its surplus radios via an online auction site.

After the online auction and the sale of the department firearms were complete, the police department received the following proceeds:

Sale of 35 Glock's:	\$9,950.00
Auction of surplus radios:	\$804.34

For a total of \$10,754.34

**III. DISCUSSION:**

The police department would like to use these funds to purchase new conference room office chairs and office desks and the remaining amount to replace the flooring in records.

**IV. ALTERNATIVES:**

Use the proceeds for other purposes

**V. FISCAL IMPACT:**

There would be a fiscal impact of \$9,554.34 to the general fund if the funds were approved to be redirected to this project.

**ATTACHMENTS:**

File Name

Description

No Attachments Available

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

**Subject:** Council Authorization to Appropriate Additional Funds to the Hydraulic Control Structure Improvements Project at the Wastewater Treatment Plant Related to Bypass Services (Rain-For-Rent)

**Meeting Date:** September 17, 2020

**From:** Marissa Trejo, City Manager

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

---

## **I. RECOMMENDATION:**

Council appropriation of an additional \$14,643.45 to in order to allow rain-for-rent to provide bypass services for phase 2 of the Wastewater Treatment Plant Hydraulic Control Structures Improvements during construction.

## **II. BACKGROUND:**

On March 19, 2020 , the City Council awarded a contract in the amount of \$234,000.00 to Euro Style Management, 3600 Madison Ave., #51B, N. Highlands, CA 95660 for the Wastewater Treatment Plant Hydraulic Control Structures project including a contingency of 10% (\$23,400.00) be included in the Council action to cover any unforeseen incidentals for a total construction contract authorization amount of \$257,400.00.

Prior to the start of Phase 1, staff discovered that the quote that was provided to the City by rain-for-rent in early 2019 did not include cost for the phase 2 bypass as well as prevailing wage rates. In order to avoid using all the contingency money staff wanted to bring this back to council during the early stages of the project in case something comes up once the hydraulic boxes are open.

## **III. DISCUSSION:**

Staff is requesting an additional appropriation of sewer funds in the amount of \$14,643.45 to cover the cost of phase 2 of Rain-for-Rent's bypass service and for the difference in the phase 1 quote that did not incorporate prevailing wage rates which is required for all public projects.

## **IV. ALTERNATIVES:**

- None at this time as these costs are essential to bypassing the raw sewer during construction.

## **V. FISCAL IMPACT:**

The contract amount of \$234,000.00 with an additional 10% contingency of \$23,400.00 for a total of \$257,400.00, City Engineer task order in the amount of \$11,700, and Phase 1 and Phase 2 Rain for Rent quote of \$28,191.67 will be funded by Sewer Enterprise Bond Funds.

The NEW total authorized budget for this project is **\$297,291.67**. There will be no fiscal impact to the General Fund.

**ATTACHMENTS:**

File Name	Description
 Phase_I___Phase_2.pdf	Phase I & Phase 2 Quotes

1051-IND-918122

## Quotation Developed Especially for:

Alvaro Preciado  
CITY OF COALINGA  
ACCOUNTS PAYABLE  
Coalinga, CA 93210  
Phone: 5599352275  
Fax: 5599355912

Prepared on 8/28/2020 by:

Matt Grewal  
Cell: 559-341-4012  
21500 West Manning Ave  
San Joaquin CA 93660  
Phone: 559-693-4315  
Fax: 559-693-2129  
[www.rainforrent.com](http://www.rainforrent.com)





## Rental Quotation

San Joaquin

www.rainforrent.com

21500 West Manning Ave  
San Joaquin CA 93660  
Phone: 559-693-4315  
Fax: 559-693-2129

Quotation Number: 1051-IND-918122

Prepared By: Matt Grewal

### Job Description:

Phase 1 Bypass of an existing 18", 10" and two 6" sanitary sewer lines. Two Man holes bypass by pumping into Claifier. Backup Pump for gravity flow lines. Phase 2 Bypass sewer vault to pond 1.

Customer: CITY OF COALINGA

Customer ID: 112815

Address: ACCOUNTS PAYABLE

City/State: Coalinga, CA 93210

Contact: Alvaro Preciado

Office: 5599352275

Fax: 5599355912

### Location:

Coalinga WWTP

Rental Sub Total: \$10,643.67

**Sub Total: \$10,643.67**

Recommended Optional Items - Rental: \$0.00  
Recommended Optional Items - Sales: \$3,990.00  
Does not include sales tax

Accept/Decline:

Initial:

By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.

Rental Protection - RPP: \$1,323.76

Est. Delivery Hauling	\$1,296.00
Est. Pick-up Hauling	\$1,296.00

Est. Install Labor	\$8,364.00
Est. Removal Labor	\$6,300.00

Est. Services	\$0.00
Est. Air Quality Fee	\$0.00
Est. Rev Air Quality Fee	-\$0.00
Est. Enviro Recovery Fee	\$292.00
Est. Rev Enviro Recovery Fee	-\$0.00

( Does Not Include Sales Tax )

**Grand Total: \$28,191.67**

Date Prepared: 8/28/2020

Valid Until: 9/27/2020

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here:

### Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here:





## Rental Quotation

San Joaquin

www.rainforrent.com

21500 West Manning Ave  
San Joaquin CA 93660  
Phone: 559-693-4315  
Fax: 559-693-2129

Quotation Number: 1051-IND-918122

Application: Gravity fed bypass Materials: sewer Flow: 832 GPM

\*Rain for Rent Cycle = 28 Days.

This quotation is a PREVAILING WAGE job.

### Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
3	Each	1 *Cycle	970910	Pipe 12"x10' Ind Groove AL	\$13.52	\$13.52	\$27.03	\$81.09
2	Each	1 *Cycle	721198	Elbow 12" 45 Degree Ind Groove Weld STL	\$18.44	\$18.44	\$36.88	\$73.76
2	Each	1 *Cycle	970930	Pipe 12"x30' Ind Groove AL	\$31.94	\$31.94	\$63.88	\$127.76
2	Each	1 *Cycle	970910	Pipe 12"x10' Ind Groove AL	\$13.52	\$13.52	\$27.03	\$54.06
2	Each	1 *Cycle	970905	Pipe 12"x5' Ind Groove AL	\$10.94	\$10.94	\$21.88	\$43.76
15	Each	1 *Cycle	720770	Coupler 12" Ind Groove Heavy Wt Cast 77	\$11.03	\$11.03	\$22.06	\$330.90
1	Each	1 *Cycle	722132	Adapter 18" Flange Backup Ring DR11	\$21.21	\$21.21	\$42.42	\$42.42
1	Each	1 *Cycle	326082	Reducer 18"x12" HDPE DR17	\$76.53	\$76.53	\$153.05	\$153.05
1	Each	1 *Cycle	722961	Adapter 12" Ind Groove HDPE DR17	\$22.39	\$22.39	\$44.77	\$44.77
1	Each	1 *Cycle	326026	Adapter 18" Flanged HDPE DR17	\$32.97	\$32.97	\$65.94	\$65.94
1	Each	1 *Cycle	326006	Elbow 18" 90 Degree HDPE DR17	\$28.15	\$28.15	\$56.29	\$56.29
1	Each	1 *Cycle	722135	Adapter Reducing 12"x6" Ind Groove Cast 7150	\$27.17	\$27.17	\$54.33	\$54.33
1	Each	1 *Cycle	720770	Coupler 12" Ind Groove Heavy Wt Cast 77	\$11.61	\$11.61	\$23.22	\$23.22
1	Each	1 *Cycle	726312	Adapter 10" Flange x Ind Groove Weld STL	\$21.57	\$21.57	\$43.13	\$43.13
2	Each	1 *Cycle	720911	Adapter 6" Flange x Ind Groove 7170 Cast	\$10.11	\$10.11	\$20.22	\$40.44
4	Each	1 *Cycle	976940	Pipe 6"x40' Ind Groove AL	\$19.71	\$19.71	\$39.42	\$157.68
2	Each	1 *Cycle	976920	Pipe 6"x20' Ind Groove AL	\$9.93	\$9.93	\$19.86	\$39.72
3	Each	1 *Cycle	976910	Pipe 6"x10' Ind Groove AL	\$5.34	\$5.34	\$10.68	\$32.04
3	Each	1 *Cycle	976905	Pipe 6"x5' Ind Groove AL	\$4.82	\$4.82	\$9.63	\$28.89
3	Each	1 *Cycle	976903	Pipe 6"x3' Ind Groove AL	\$4.01	\$4.01	\$8.02	\$24.06
1	Each	1 *Cycle	979940	Pipe 10"x40' Ind Groove AL	\$37.38	\$37.38	\$74.76	\$74.76
1	Each	1 *Cycle	979920	Pipe 10"x20' Ind Groove AL	\$19.66	\$19.66	\$39.31	\$39.31
1	Each	1 *Cycle	979905	Pipe 10"x5' Ind Groove AL	\$9.01	\$9.01	\$18.02	\$18.02
12	Each	1 *Cycle	720769	Coupler 10" Ind Groove Heavy Wt Cast 77	\$9.07	\$9.07	\$18.13	\$217.56
3	Each	1 *Cycle	720759	Elbow 10" 90 Degree Ind Groove Weld STL	\$15.29	\$15.29	\$30.57	\$91.71
4	Each	1 *Cycle	720756	Elbow 6" 90 Degree Ind Groove Weld STL	\$9.34	\$9.34	\$18.67	\$74.68
22	Each	1 *Cycle	720766	Coupler 6" Ind Groove Heavy Wt Cast 77	\$4.44	\$4.44	\$8.87	\$195.14
2	Each	1 *Cycle	+811012	Pump Trash 4" DV100C	\$109.14	\$327.42	\$982.27	\$1,964.54
1	Each	2 Week	+811012	Pump Trash 4" DV100C	\$109.14	\$327.42	\$982.27	\$654.84
1	Each	28 Day	+670562	Spillguards 6'X10'X8"	\$16.00			\$448.00
1	Each	28 Day	+670566	Spillguards 12'X16'X1'	\$18.73			\$524.44

2	Each	1 *Cycle	727236	Hose 6"x20' Suction Ind Groove PVC	\$65.50	\$65.50	\$131.00	\$262.00
1	Each	2 Week	727236	Hose 6"x20' Suction Ind Groove PVC	\$65.50	\$65.50	\$131.00	\$131.00
6	Each	1 *Cycle	722431	Hose 4"x25' HD Tank Truck Ind Groove 200#	\$59.04	\$59.04	\$118.07	\$708.42
8	Each	1 *Cycle	720764	Coupler 4" Ind Groove Heavy Wt Cast 77	\$4.17	\$4.17	\$8.34	\$66.72
2	Each	1 *Cycle	722019	Adapter 6" Flange x Ind Groove AL	\$9.34	\$9.34	\$18.67	\$37.34
2	Each	1 *Cycle	720914	Adapter 4" Ind Groove x Flange 7180 Cast	\$6.34	\$6.34	\$12.67	\$25.34
1	Each	1 *Cycle	720712	Adapter 12" Ind Groove x Flange 7170 Cast STL	\$28.12	\$28.12	\$56.23	\$56.23
4	Each	1 *Cycle	970905	Pipe 12"x5' Ind Groove AL	\$10.94	\$10.94	\$21.88	\$87.52
5	Each	1 *Cycle	720770	Coupler 12" Ind Groove Heavy Wt Cast 77	\$11.61	\$11.61	\$23.22	\$116.10
15	Each	28 Day	724934	Pipestax 4	\$0.29			\$121.80
10	Each	28 Day	724717	Pipestax XL	\$0.60			\$168.00
1	Each	1 *Cycle	+638022	Telemetry Alarm Agent 2.0	\$89.98	\$237.69	\$713.06	\$713.06
1	Each	2 Week	+638022	Telemetry Alarm Agent 2.0	\$89.98	\$237.69	\$713.06	\$475.38
4	Each	1 *Cycle	325990	Float Open Complete	\$13.45	\$13.45	\$26.90	\$107.60
2	Each	2 Week	325990	Float Open Complete	\$13.45	\$13.45	\$26.90	\$53.80
3	Each	1 *Cycle	MR IND	Solar Panel	\$0.00	\$0.00	\$24.00	\$72.00
18	Each	1 *Cycle	976940	Pipe 6"x40' Ind Groove AL	\$19.71	\$19.71	\$39.42	\$709.56
24	Each	1 *Cycle	720766	Coupler 6" Ind Groove Heavy Wt Cast 77	\$4.44	\$4.44	\$8.87	\$212.88
2	Each	1 *Cycle	720756	Elbow 6" 90 Degree Ind Groove Weld STL	\$9.34	\$9.34	\$18.67	\$37.34
4	Each	1 *Cycle	720764	Coupler 4" Ind Groove Heavy Wt Cast 77	\$4.17	\$4.17	\$8.34	\$33.36
1	Each	1 *Cycle	720746	Tee 6" Ind Groove Weld STL	\$9.83	\$9.83	\$19.65	\$19.65
2	Each	1 *Cycle	726317	Adapter Reducing 4"x6" Flange x Ind Groove STL	\$6.34	\$6.34	\$12.67	\$25.34
2	Each	1 *Cycle	724726	Valve 6" Gate Flanged 150# RF Cast STL	\$70.98	\$70.98	\$141.96	\$283.92
1	Each	1 *Cycle	+819510	Fuel Tank Transcube 258 Gallons	\$33.23	\$99.67	\$299.00	\$299.00

Rental Sub Total: \$10,643.67

Sub Total: \$10,643.67



San Joaquin

## Rental Quotation

www.rainforrent.com

21500 West Manning Ave  
San Joaquin CA 93660  
Phone: 559-693-4315  
Fax: 559-693-2129

Quotation Number: 1051-IND-918122

### OPTIONAL PRODUCTS

#### Optional Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	M240	24/7 Pump Watch Per Day	\$2,660.00	\$2,660.00
1	Each	M240	12 Hour Pump Watch Per Night	\$1,330.00	\$1,330.00

Sale Sub Total: \$3,990.00

Optional Total: \$3,990.00





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Quotation Number: 1051-IND-918122

### Statement of Work

#### **Background:**

Customer requires a bypass of two existing influent boxes at the Coalinga Wastewater Treatment Plant.

#### **Scope:**

Rain for Rent will provide labor and equipment necessary to deliver, install, remove, and demobilize the sewer bypass products outlined in the quote. Phase 1 - All 4 lines coming into influent box will be bypassed with connecting the same size diameter pipe onto each of customer provided flanges and discharging into the clarifier. (2) 4" trash pumps provided to dewater adjacent manholes to perform maintenance on structures. (1) Additional 4" trash pumps will be provided as backup to gravity flow lines. Automated float will control bypass pump. Phase 2 - (2) 4" trash pumps provided to dewater sewer vault and discharge to pond 1.

Please note that the customer is to provide all the excavation and flange connections outside of influent box for individual tie ins. Customer to provide and install sewer plugs.

#### **References Materials:**

Customer requested material, Average and peak flows provided by designing engineer. Rain for Rent has not provided designing services for project. Customer to be responsible for ensuring system is suitable for required daily operation of plant.  
"Average .8 MGD, Peak Flow 1.2 MGD"

#### **Operating Parameters:**

System is designed to operate at a flow rate of 832 gallons per minute.

System will be all gravity fed through above ground temporary pipe. Pump will be installed as backup.

Discharge Locations: Clarifier

#### **Estimated Duration:**

For the quoted items, Rain for Rent requires a signed quote not less than 5 days prior to delivery.

Planned Schedule Durations:

Mobilization: 2 hours

Installation: 20 hours

Operation: 28 Day Cycle Est 2 Weeks Phase 1 and 2 Weeks Phase 2

Removal: 16 hours

Demobilization: 2 hours

#### **Rain for Rent Responsibilities:**

- Labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
- Labor and equipment necessary to install & remove system except for customer provided items.



## Rental Quotation

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- Equipment and services expressly included in this scope.

### **Customer Responsibilities:**

- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Provide all needed unloading, testing, operations and maintenance, cleaning and reloading of provided equipment.
- Promptly notify Rain for Rent of any service or performance related needs.- Perform system hydrotest and flushing operations. Flushing and cleaning of equipment must be performed to Rain for Rent standards prior to return.
- All routine maintenance including fuel, fluids, lubrication, and filters. Engine driven equipment requires servicing every 250 hours. Customer will automatically be charged an engine service fee based on the actual hours of equipment usage. The fee is \$1-2.00 per hour based on engine size. The engine service fee can be waived if customer provides documentation substantiating the service was performed as per Rain for Rent's requirements. Rain for Rent must be notified 2 business days in advance to schedule required field service.
- Provide fueling, filter changes, and lubricating oils as needed for project operation.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function. Customer is responsible for all damages to system.
- Supply all needed water for any applicable system testing, startup, and cleaning.
- All labor & materials to perform system chlorination and deodorizing.
- All waste materials on associated with this system.
- Provide any needed vehicular or pedestrian traffic control, site security, sewer plugs, and the modification or alteration of any permanent structure or site element, including any needed suction pits, pump pads, and discharge locations.
- Identify at-risk laterals and provide notifications to affected property owners of work recommending plugs be used in low lying rooms (basements).

### **Rain for Rent Exclusions:**

- All work associated with sewer plug installation, monitoring, and removal.
- All labor, equipment and identification of areas for sump pumping, lateral line flows, system infiltrations and similar are excluded.
- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.

### **Additional Information**

Always use equipment in a safe and proper manner and in accordance with manufacturers and regulatory standards and industry best practices. Improper usage will cause system failure, product damages, possible injuries, and spills.





## Rental Quotation

San Joaquin

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Phone: 559-693-4315  
Fax: 559-693-2129

Quotation Number: 1051-IND-918122

### Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>

An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warrants the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written.

The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

## RENTAL PROTECTION PLAN PROGRAM AGREEMENT

**If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.**

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

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

**Subject:** Authorize Public Works to Allow Tanko Lighting to Begin Streetlight Ownership and Audit Project  
**Meeting Date:** September 17, 2020  
**From:** Marissa Trejo  
**Prepared by:** Larry Miller, Public Works & Utilities Coordinator

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**I. RECOMMENDATION:**

Staff recommends authorization to allow Tanko Lighting to begin the streetlight ownership and audit project.

**II. BACKGROUND:**

In February of 2020, Tanko Lighting presented a plan to develop a proposal for the audit and acquisition of our streetlights from PG&E.

**III. DISCUSSION:**

The contract being proposed would allow Tanko to commence Step 1 of the project and defer the costs, \$40,000, until possession of the streetlights has been given to the City. At that point, we would be able to pursue Step 2 and begin an audit of each streetlight in the City at a cost of \$ 36,400.


**IV. ALTERNATIVES:**

Do not authorize the contract to allow Tanko Lighting to begin the streetlight ownership and audit project.

**V. FISCAL IMPACT:**

The contract amount is not to exceed \$ 76,000 from the gas tax fund. This is to be paid back to the account when a full valuation of the utility has been completed and financing to acquire from PG&E has occurred.

**ATTACHMENTS:**

File Name	Description
 Tanko_Lighting_Ownership__Audit_Contract_-_Coalinga__CA_-_9.1.20_(1).pdf	Contract with Tanko Lighting



CONTRACT FOR  
“STREET LIGHT OWNERSHIP & AUDIT PROJECT”

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between the City of Coalinga, 155 West Durian, Coalinga, CA 93210, a municipal corporation organized and existing under the laws of the State of California (the “City”), and Tanko Streetlighting, Inc., 220 Bayshore Blvd, San Francisco, CA 94124 a California corporation, (the “Contracting Party”).

RECITALS:

WHEREAS, on August 26, 2019, the City executed a contract with the Contracting Party for Streetlight Feasibility Analysis (Exhibit A – Proposal Documents); and

WHEREAS, the City concluded that it is feasible to proceed with the recommendations resulting from this first contract; and

WHEREAS the Contracting Party’s qualifications, pricing and approach will meet the City’s requirements and goals for the next phase of the project; and

WHEREAS, the City and the Contracting Party desire to enter into a formal contract for the next phase of the project.

NOW THEREFORE, in consideration of the recitals set forth above and the parties’ mutual promises and obligations contained below, the parties agree as follows:

1. Work - The Contracting Party agrees to perform the Work described more fully in the attached Exhibit B – Scope of Services. The Contracting Party also agrees to comply with all of the terms and conditions set forth herein.
2. Term – The Work shall be completed by a schedule and a date mutually agreed upon.
3. Contract Documents – The Contract includes the Original Contract (Exhibit A), the Scope of Services (Exhibit B), the Pricing Proposal (Exhibit C), and the Insurance Requirements (Exhibit D), which are made a part hereof.
4. Price and Payment - That for, and in consideration of, the payments and agreements herein after mentioned, to be made by the City, the Contracting Party hereby agrees with the City to commence and to complete the WORK described as follows: “Ownership and Audit Support” (as described in Exhibit B – Scope of Services) herein after called the WORK, for the Not to Exceed Amount of Seventy-Six Thousand, Four Hundred Dollars (\$76,400.00) in accordance with the conditions and prices stated in the Pricing Proposal (Exhibit C).” Upon City Council approval of appropriated funding for this project, Contracting Party shall invoice the City per the following terms:
  - 4a. Contracting Party shall invoice the City the amount of Forty Thousand Dollars (\$40,000.00) for Step 1 per the following increments:

- i. Thirty-Five Thousand Dollars (\$35,000.00) upon award of streetlight system ownership (whether via an agreement negotiated with the utility or a Court order); and
  - ii. Five Thousand Dollars (\$5,000.00) upon final establishment of purchase price for the streetlight system with the utility.
- 4b. City acknowledges that estimated fixture quantity is approximately 728, but that final fixture quantity will be determined by the completion of the audit and data reconciliation processes.
- 4c. City acknowledges that Contracting Party will perform a comprehensive field audit as detailed in the Scope of Services (Exhibit B) for all street light fixtures in the City and that the cost of the audit will be based on a fixed per unit price of Twenty-Five Dollars (\$25.00) per audited fixture and Fifteen Dollars (\$15.00) per data reconciled fixture. In the event that the fixture quantities confirmed in the audit exceed the estimated quantities, the City will be billed at the fixed per unit price for each service.
- 4d. If, after the City defines the street light fixtures included in the project scope, the City determines that any audited fixture location is not in the scope of work for this project, City agrees to pay Contracting Party a fee of Twenty-Five Dollars (\$25.00) per audited fixture for the auditing services and Fifteen Dollars (\$15.00) per data reconciled fixture for data reconciliation services.
- 4e. For Step 2: Inventory Audit, Contracting Party shall invoice the City for Tasks 1 (GIS Audit) and 2 (Data Reconciliation) on a monthly basis, based on fixtures audited and data reconciled. Contracting Party shall invoice for Task 3 (Final Valuation) upon submission of the deliverable for this task.
- 4f. City shall pay Contracting Party within thirty (30) days of receipt of invoice.
- 5. Right to Terminate – If either party wishes, this Contract can be terminated at any point.
  - 5a. The City shall only be responsible for payment on Step 1 once the offer from the utility to the City or a Court Order in favor of the City to purchase the streetlight assets is provided. If the Contract is terminated prior to the point in which the utility offer or Court Order for Step 1 are provided, there is no cost to the City and the Contracting Party is not held responsible for any part (completed or remaining) of the Step 1 tasks.
  - 5b. City shall be responsible for payment for services rendered for Step 2 tasks up until the time of termination.
- 6. No Waiver or Estoppel – Either party's failure to insist upon the strict performance by the other of any terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the

right thereafter to insist upon the other party's strict performance, and neither party shall be relived of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Indemnification and Insurance – To the fullest extent permitted by law, Contracting Party agrees to defend, indemnify and hold harmless the City of Coalinga, its respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorneys' fees), compensations, penalties, fines, liabilities or judgments of any name or nature for, including, but not limited to, injuries or alleged injuries to person(s) (including without limitation, bodily injury, sickness, disease or death), or damage to or destruction of property, real or personal, or financial losses (including, without limitations, those caused by loss of use) sustained by any person or concern, (including, but not limited to, officers, agents, officials, employees, servants, volunteers, contractors and representatives of the City of Coalinga, its boards and commissions) arising from, or alleged to have arisen from, any and all acts or omissions of the Contracting Party, its employees, agents, servants, contractors, and/or representatives in the performance of this Agreement. This indemnification shall not be affected by other portions of this Contract relating to insurance requirements.

The Contractor agrees to name the City of Coalinga as an additional insured and will procure and keep in force at all times, at its own expense, insurance in accordance with Insurance Exhibit D attached hereto and incorporated by reference herein.

8. Licenses, Fees, Permits and Code Compliance – The Contracting Party shall be responsible for obtaining and maintaining all requisite licenses and permits and shall be solely responsible for all fees for such obligations. The Contracting Party is responsible for complying with all applicable local, state and federal laws, codes, and regulations in the design and implementation of this project.
9. Notice – Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the City:

Sean Brewer  
Director of Public Works  
City of Coalinga  
155 West Durian  
Coalinga, CA 93210

If to the Contracting Party:

Jason Tanko  
Chief Executive Officer  
Tanko Streetlighting, Inc.  
220 Bayshore Boulevard  
San Francisco, CA 94124

10. Execution – This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

CITY OF COALINGA, CA

TANKO STREETLIGHTING, INC.

By \_\_\_\_\_  
SEAN BREWER, DIRECTOR  
OF PUBLIC WORKS

By \_\_\_\_\_  
JASON TANKO, CEO

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

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

# EXHIBIT A

Initial: City MT Provider ST

## AGREEMENT FOR PROFESSIONAL SERVICES FOR STREET LIGHT FEASIBILITY ANALYSIS

This Agreement for Professional Services ("Agreement") is made and entered into this 26<sup>th</sup> day of August, by and between the City of Coalinga, a Municipal Corporation ("City"), and Tanko Streetlighting, Inc. ("Provider").

### RECITALS

A. Provider represents to City that they are specially trained, experienced, licensed and competent to perform the services which will be required by this Agreement; and

B. Provider represents to City that they possess the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Provider to render the services as set forth in this Agreement, as Exhibit 1.

NOW THEREFORE, in consideration of the mutual covenants set forth herein for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Retention of Provider.** Subject to the terms and conditions set forth herein, City retains Provider to perform the services identified in this Agreement, as an independent contractor and Provider hereby accepts this independent contractor appointment.

2. **Scope of Services.** The Provider shall perform professional services, in accordance with all the provisions of this Agreement. The Scope of Work is attached hereto as Exhibit 1. Provider shall correct any and all errors and/or omissions, which arise out of Provider's negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Provider shall make such corrections upon City's request and at no cost or expense to City.

3. **Time of Performance.** The Work shall be completed by a schedule and a date mutually agreed upon.

4. **Compensation.** Compensation to be paid to Provider shall be no more than \$2,500.00.

5. **Method of Payment.** Provider shall submit monthly billings to City describing the work performed during the preceding month. Provider's bills shall include a brief description of the Services performed and the date the Services were performed the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Provider no later than 30 days after the date of submittal of a complete invoice for completed tasks and approval of the invoice by City staff.

6. **Extra Work.** At any time during the term of this Agreement, City may request that Provider perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Services, but which the parties did not include in the Scope of Work. Extra work will be performed on an hourly basis under the Provider's most current hourly fee schedule. Provider shall not perform, nor be compensated for Extra Work without written authorization from City.

7. **Termination.** This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon ten (10) days' written notice of termination to Provider. Upon termination, Provider shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Provider in order to reimburse City for any losses, damages or expenses caused by Provider's default under this Agreement.

8. **Equal Opportunity Employment.** Provider represents that it is an equal opportunity employer and it shall not discriminate against any sub provider, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Provider shall also comply with all relevant provisions of City's programs or guidelines currently in effect as identified and provided to Provider by City.

9. **Insurance Requirements.**

a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **General Liability Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

iii. **Automobile Liability Coverage.** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. **Professional Liability Coverage.** Contractor will maintain Professional Liability coverage with limits no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.



If Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Provider.

Provider's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage.

Provider may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Provider shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Provider to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations; products used by Provider; or automobiles owned, leased, hired or borrowed by Provider. General liability coverage can be provided in the form of an endorsement to Provider's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. For any claims related to this contract, Provider's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Provider's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's



obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Provider hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Provider may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Provider agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **Indemnification.** To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Provider's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Providers responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Provider maintains additional coverage or higher limits than those required herein, then City shall be entitled to additional coverage or higher limits maintained by Provider.

11. **Independent Contractor Status.** It is understood and agreed that Provider, in the performance of the Services to be performed pursuant to this Agreement, shall act as and be an independent contractor and shall not act as an agent or employee of City. Provider shall obtain no retirement benefits or other benefits which accrue to City's employees and Provider hereby expressly waives any claim it may have to any such rights. Nothing in this Agreement shall create or be construed as creating a partnership, joint venture or any other relationship between City and Provider.

12. **Provider's Books and Records.**

a. Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Provider under this Agreement.

b. Provider shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours,

upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Provider's business, City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in the City offices. Access to such records and documents shall be granted to any party authorized by Provider, Provider's representatives, or Provider's successor-in-interest.

13. **Professional Ability of Provider.** City has relied upon Provider's representations regarding its training and professional ability to perform the Services hereunder as a material inducement to enter into this Agreement. Provider shall therefore provide properly skilled personnel to perform all Services under this Agreement. The primary provider of the Services called for by this Agreement shall be [NAME] who shall not be replaced without the written consent of the City. All work performed by Provider under this Agreement shall be in accordance with the applicable professional standard of care and shall meet the local professional standard of quality ordinarily to be expected of competent persons in Provider's field of expertise working in Tulare County.

14. **Compliance with Laws.** Provider shall use the proper standard of care in performing the Services and shall comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect at the time the Agreement is executed. In addition, if the request for proposal to provide professional services which are the subject of this Agreement cited any federal or state financial assistance involved in the project for which the Services are provided, the Provider shall perform all services in accordance with all applicable federal and state laws, rates and regulations in effect at the time the agreement is executed.

15. **Licenses.** Provider represents and warrants to City that it has all licenses, permits, qualifications, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider represents and warrants to City that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and insurance which are legally required of Provider to lawfully and competently perform the Services. Provider shall maintain a City of Coalinga business license.

16. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably withheld. Provider shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (i) create any contractual relationship between City and sub Provider; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Provider of any of its obligations and responsibilities under this Agreement.

17. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs



and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Tulare, State of California for any proceeding arising hereunder.

18. **Sole and Only Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding said matters. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party which are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

19. **Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

20. **Amendment.** No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

21. **Governing Law.** This Agreement shall be construed and governed pursuant to the laws of the State of California. Any action to enforce this Agreement is to be brought in Tulare County, California.

22. **Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. **Mediation.** The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

24. **Authority to Enter Agreement.** Provider has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

25. **Notice.** Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile or e-mail if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, property addressed to the party to receive such notice at the

Initial: City MT Provider JT

last address furnished for such purpose by the party to whom notice is directed and addressed as follows:

**CITY:**

City of Coalinga  
155 West Durian  
Coalinga, California 93210

**PROVIDER:**

Jason Tanko, CEO  
Tanko Streetlighting, Inc.  
220 Bayshore Blvd.  
San Francisco, CA 94124

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF COALINGA, a Municipal Corporation

By: 

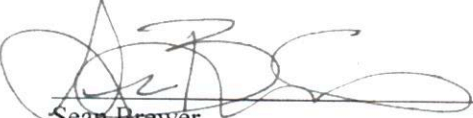
Marissa Trejo, City Manager

PROVIDER

By: 

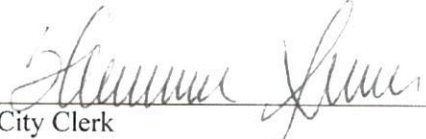
Jason Tanko, CEO (NC)

APPROVED AS TO CONTENT:



Sean Brewer,  
Director of Public Works

ATTEST:



City Clerk

Initial: City MT Provider JT

**Exhibit 1**  
**Scope of Work**

# EXHIBIT B – SCOPE OF SERVICES

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## Step 1: Ownership Negotiations

Tanko Lighting has extensive experience nationally with municipal streetlight ownership projects. This experience will be leveraged for the City's project. Our team will provide comprehensive services to support the City's ownership of its streetlight assets from its utility, including:

- In-depth financial valuation of the existing streetlight system assets, including:
  - Determination of the value in use of the system to be purchased
  - Determination of the value on a functional basis
  - Estimation of the original book value of the assets
  - Determination of the salvage and functional replacement value of the system
  - Estimation of the degree of deferred maintenance within the system
  - Determination of the remaining economic life of the system
- Providing financial analysis of the feasibility of ownership, including:
  - 10 and 20-year cashflow analysis with inclusion of multiple financing options and sensitivity to turnover point and cash flow
- Coordinating financing, if needed
- Initiating and leading negotiations with the utility, including the topic of definitions of value
- Presenting analysis, strategies and options to City staff and Council members via webinars, phone calls and/or a limited number of meetings
- Providing background evidence, case law, data, research, legal arguments, and precedence to support litigation to forcibly purchase the streetlight system (if necessary). Please note that Tanko Lighting will coordinate with the City's legal counselor(s) and that all court appearances, court filings, court costs, filing fees, attorney's fees, legal costs/services, and expert witness fees will be the City's responsibility

Tanko Lighting shall initiate contact with the utility within 60 days of execution of this agreement. This Step can be cancelled at no cost to the City at any point before the deliverables are provided, if either party wishes. If the City chooses not to pursue litigation and/or no reasonable offer is made through negotiations, then no deliverable is due from Tanko Lighting and no payment is due from the City.

### Deliverables:

- Preliminary Financial Valuation Analysis: 10 and 20-year cash flow analysis with multiple financing options, demonstrating the feasibility of ownership.
- Analysis Presentation: Power Point presentation presenting the financial analysis, purchase price recommendations, strategies and options for the City.
- Streetlight Ownership Offer from Utility: Tanko Lighting's efforts will result in a viable offer Order (for example, and depending on the utility rates, cash flow positive in Year 1 with a minimum Return on Investment (ROI) of ten years or less – including LED conversion) from the utility to the City or a Court Order in favor of the City to purchase the streetlight assets that results in:
  - Agreement start date for transfer of streetlight assets based on the City's preference that allows for sufficient preparation (including audit, design and turn-key conversion preparation); or
  - An alternative offer from the utility of substantial benefit to the City.

- Supporting Documentation: Case law, data, and other background evidence to support the City's legal case to purchase the streetlight system.

## Step 2: Inventory Audit

Step 2 shall not be initiated until Step 1 is completed and possession of the streetlight assets is established by the City.

Please note that regardless of whether the City already has LED fixtures in its system, it behooves the City to proceed with Step 2 because it will provide a blueprint of existing fixture locations, reconcile the City's utility bills and provide ample design if the City wants to standardize the LED fixtures.

The following tasks will be part of Step 2:

### Task 1: Comprehensive GIS Audit of Existing Streetlights

In our experience, a proper GIS audit is essential to equipping the client with a comprehensive and accurate understanding of its existing infrastructure. The GIS audit is pivotal, as the data collected enables appropriate design and product procurement. The GIS audit also results in streamlined installation, as it identifies potential obstructions and other on-site challenges, as well as enables our team to effectively manage the installation by knowing which replacement fixtures need to be installed at every location – ahead of time. Having this data prior to the installation phase is crucial when coordinating multiple installation crews simultaneously. Further, by not subcontracting this critical service, Tanko Lighting minimizes costs.

Our data-driven approach to project implementation has defined our success. From GPS location coordinates to fixture wattages, accurate data collection and data management is the backbone from which our methodology stems. It is essential to proper design – which is why our auditors collect more than thirty fields of data per streetlight fixture. This ensures that we have comprehensive characteristics for each existing fixture from which to design the proper replacement LED fixture.

Tanko Lighting's approach to the audit is an in-field strategy that poses the following advantages:

- Our initial audit has a 98% accuracy rate after the initial visit. Since we identify and rectify any missing data or errors, our final error rate is significantly less than 1% - which is further rectified during the installation and final commissioning phases of a project.
- Using trained auditors in the field at the onset of the project enables our team to obtain the most definitive, up-to-date data set possible. While we supplement our field data with digital data sources (e.g. aerial imagery, street-level imagery, and City/utility inventories), the integrity of its audit is never dependent on the age or accuracy of available digital data sources.
- Our in-field approach provides the greatest accuracy and access to the pole and fixture. In person, we can identify potential safety issues, such as leaning poles, exposed wiring, or structural damage, to the pole/arm/fixture. We can also verify pole numbers/labels and confirm any locations where numbers/labels are damaged or missing.
- Comprehensive access to the pole and fixture allows for a more conscientious design. Because our team collects so much information that can only be gathered in person (e.g. fixture wattage,

various height/distance measurements of the light and street, and factors that inform lighting levels and distribution patterns), we can create a highly-customized design tailored to a City's specific lighting needs – and identify any concerns from the project start.

- Collecting data in person gives our team the highest possible certainty of what is in the field. This precision means that we do not waste money on extra fixtures and does not waste time ordering more at the end of the project to make up for any shortfalls due to inaccurate data. This precision also minimizes sloppy design (and inherent lower energy savings) – which are more likely from a subcontracted audit.
- Informing the City of which fixtures are eligible for purchase in the system and the quality of those assets, based on the pole conditions identified through the audit.

The preparation phase for the audit will involve the following activities that are critical to the accuracy of the data collection:

- Tanko Lighting working with City staff to clearly define audit scope, including priority areas and/or City borders or other areas containing non-City-owned fixtures.
- Our team developing and providing to City staff for approval a list of the characteristics (the “Audit Attributes”) of the data that will be collected during the audit.
- City staff providing our team with all available City and utility records for existing inventory.
- Our team reviewing these data records to determine which should be utilized for the data reconciliation phase.
- Our team initiating rate change processes with the utility.
- Our team developing audit maps, scheduling and dispatching auditors to the field.

Once the preparation phase is complete, the audit will commence. We will collect data on the existing inventory and identify attributes on-site, including:

- The Global Positioning System (GPS) coordinates (latitude, longitude) of each fixture location and date of capture
- Fixture type
- Pole mounting configuration
- Fixture wattage
- Pole height, mounting type, and mast arm length
- Pole type, ID number, approximate age
- Physical attributes and/or issues – such as electrical hazards, pole leaning/damage, tree obstructions, etc.

Our auditors collect and transmit data points daily. We will compile data weekly to provide the City with a Weekly Audit Report (a sample can be provided upon request). The Weekly Audit Report will enable the City to identify and address any immediate safety concerns, as well as other issues – such as tree trimming – that may need attention prior to project installation.

#### Deliverables:

- Weekly Audit Reports: An overview map listing the locations completed during the data collection phase (showing both weekly and comprehensive progress), along with a description of any issues that the City would need to devote immediate attention to – including electrical hazards, tree trimming needs, etc.



## Task 2: Data Reconciliation

Tanko Lighting has developed a methodology to capture every streetlight asset owned by the municipality. Using precise GPS technology and expert streetlighting GIS Analysts, our team reconciles every asset it locates in the field with each record in the utility's invoice/inventory to ensure that it has identified and converted all eligible assets. We share this information with customers during the pre-conversion phases of the project so that the municipality knows exactly what they own, and exactly which fixtures will be converted. Additionally, the data reconciliation phase serves as a quality control check of the utility's data from the ownership process – providing the City with confirmation of its newly-owned assets.

Simultaneously with the GIS audit, our team will conduct a thorough and detailed investigation of the City's existing records, including utility billing records and maps. Tanko Lighting will reconcile these City records with the data from the City-wide GIS audit to confirm ownership, eligibility for rebates, and billing record accuracy. In our team's experience, cross referencing these various data sources results in extremely precise and clean data because most projects typically have a utility billing discrepancy of approximately 5 – 10 percent of the inventory quantity. This results in cities being over-billed by their utility. We will identify discrepancies through the data reconciliation process, include this information in the subsequent negotiations with the utility, and will assist with remedying the bills on behalf of the City.

The data reconciliation report will include the following items:

- Analysis of locations confirmed during the audit
- Analysis of locations appearing in the utility records but not in the confirmed audit records
- Analysis of locations confirmed in the audit records but not in the utility records

### Deliverables:

- Reconciliation Report: A concise report detailing any discrepancies found between records during the data.

## Task 3: Final Financial Valuation Analysis

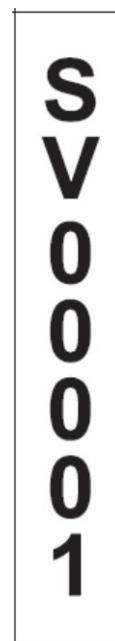
Once the field conditions of the existing system have been determined through the audit and data reconciliation tasks, Tanko Lighting will update the initial financial valuation analysis to confirm the final value of the existing streetlight system.

### Deliverables:

- Final Financial Valuation Analysis: 10 and 20-year cash flow analysis based on existing field conditions with multiple financing options, demonstrating the feasibility of ownership.

## Task 4: Pole Labeling (Optional)

Upon request from the City, Tanko Lighting will develop a City pole ID numbering system and specify tag characteristics, material and location on the pole for approval by the City. This may include a specific label indicating City ownership. Typically, we specify a tag recommendation (see graphic to the right) that consists of five to seven digits. Should the City be interested, we can provide a recommended numbering sequence, material specifications and procurement and installation by our auditors at the City's request. Please find our pricing for this optional task in Exhibit C.



**Tanko Lighting's preliminary pole label recommendation.**

**Deliverables:**

- Pole Labeling: Specific tag characteristics, pole location, and numbering sequence delivered to the City for approval. Upon approval, installation of pole labels throughout the City.

## EXHIBIT C – PRICING PROPOSAL

Pricing				
Step	Task	Proposed Pricing	Estimated Quantities*	Extended Price
Step 1: Acquisition Negotiations	N/A	A fixed fee of \$40,000 will be due only upon the City's receipt of an ownership offer from the utility or a Court Order in favor of the City purchasing the streetlight assets.	N/A	\$40,000
Step 2: Inventory Audit	Task 1: GIS Audit	\$25.00 per fixture	728	\$18,200
	Task 2: Data Reconciliation	\$15.00	728	\$10,920
	Task 3: Final Valuation	\$10.00	728	\$ 7,280
Total Estimated Contract Value:				\$76,400
Optional Adder: Step 2, Task 4: Pole Labeling		\$18.00	728	\$13,104

\*This is an estimate of fixture quantities. Final quantities will be confirmed by the completion of the audit and data reconciliation processes.

- Payment Terms:  
Upon City Council approval of appropriated funding for this project, Tanko Lighting will invoice the City per the following terms:
  - Step 1: Tanko Lighting will invoice the City the amount of Forty Thousand Dollars (\$40,000.00) for Step 1 per the following increments:
    - Thirty-Five Thousand Dollars (\$35,000.00) upon award of streetlight system ownership (whether via an agreement negotiated with the utility or a Court order); and
    - Five Thousand Dollars (\$5,000.00) upon final establishment of purchase price for the streetlight system with the utility.
  - Step 2: Tanko Lighting will invoice the City for Tasks 1 (GIS Audit) and 2 (Data Reconciliation) on a monthly basis, based on fixtures audited and data reconciled. Tanko Lighting will invoice for Task 3 (Final Valuation) upon submission of the deliverable for this task.
  - The City shall pay Tanko Lighting within thirty (30) days of receipt of invoices.

## **EXHIBIT D – INSURANCE REQUIREMENTS**

a. Provider, at Provider's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

i. Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. General Liability Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWO MILLION AND NO/100 DOLLARS (\$2,000,000), twice the required occurrence limit.

iii. Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

iv. Professional Liability Coverage. Contractor will maintain Professional Liability coverage with limits no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence or claim, and TWO MILLION AND NO/100 DOLLARS (\$2,000,000) policy aggregate.

If Provider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Provider.

Provider's insurance policies shall be "occurrence" policies and not "claims-made" coverage except for Professional Liability Coverage.

Provider may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Provider shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Provider to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Provider to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Provider including materials, parts, or equipment furnished in connection with such work or operations; products used by Provider; or automobiles owned, leased, hired or borrowed by Provider. General liability coverage can be provided in the form of an endorsement to Provider's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. For any claims related to this contract, Provider's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Provider's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Provider hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Provider may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Provider agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

1. **Indemnification.** To the fullest extent allowable by law, Provider agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Provider's or its owners, directors, officers, managers, employees, agents and

subcontractor's willful or negligent acts or omissions in the performance of the services and Providers responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Provider maintains additional coverage or higher limits than those required herein, then City shall be entitled to additional coverage or higher limits maintained by Provider.

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

**Subject:** Public Works & Utilities Monthly Report for August 2020  
**Meeting Date:** September 17, 2020  
**From:** Marissa Trejo, City Manager  
**Prepared by:** Sean Brewer, Assistant City Manager

---

**I. RECOMMENDATION:**

Approve Public Works & Utilities Monthly Report for August 2020.

**II. BACKGROUND:**

**III. DISCUSSION:**

**IV. ALTERNATIVES:**

**V. FISCAL IMPACT:**

**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
▣	Monthly_Report_Aug_2020.pdf	Monthly Report for August 2020



**PUBLIC WORKS AND UTILITIES DEPARTMENT  
MONTHLY REPORT FOR  
AUGUST 2020**

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

**PUBLIC WORKS**

**Natural Gas Distribution:**

- **99 %** of Gas leaks detected from Survey have been completed
- Turned gas off to Keck Park due to construction work
- **Checked on for gas leak 765 E Elm No leak located**

**Water Distribution:**

- 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
- **Replaced two fire hydrants W. Elm**
- **Repaired water leak 655 W. Polk**
- **Repaired leak 301 W. Polk**
- **Repaired leak 43331 S. Alpine**
- **Repaired leak 340 W. Polk**
- **Installed new water meter and backflow Mid Valley**
- **Water main line Flushing**

**Wastewater Collection:**

- Installed stub out 4" sewer line for Splash Pad
- Cleared sewer blockage 7<sup>th</sup> and Sunset
- Cleared sewer blockage in front of 450 W. Elm
- **Cleared sewer blockage 200 Blk Hawthorne**
- **Cleared sewer blockage 4<sup>th</sup> and Cedar**

**Sidewalks:**

Nothing to report.



## **Parks:**

Steamed cleaned and disinfected tables and play structures

**Started working on repairing lights Sandalwood Park**

## **Miscellaneous:**

- 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.
- **Installed new doggy bag station Phelps multi-trail**
- **Started tree trimming Forest, 2<sup>nd</sup>, Elm, Pacific**
- **Painted hydrant red curbs in Thursday's route of Street Sweeping schedule**
- **Saw cut section of S. Monterey in prep for shoulder road repair**
- **Replaced 6 faded Stop Signs downtown will continue replacing old signs**
- **Replaced 10 dead trees**

## **UTILITIES**

- City wide fire hydrant flushing. **Next Flushing Nov 13<sup>th</sup>.**

## **PUBLIC UTILITIES COORDINATOR**

### **SCADA Updates/WTP Network**

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

### **Cross Connection Control**

- Preparation for 2020 backflow inspection reports has begun. Currently 100% complete with necessary preparation work.
- **50 Initial notice to inspect have been sent to backflow owners.**

### **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.

- Awarded bid to Farwest Corrosion Control.
- **Conducted on/off potential portion of depolarization survey**

### **2015 UWMP**

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

- Received draft version of 2015 UWMP. Currently under review.
- **Reviewed UWMP, awaiting edits from AMCE.**

### **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**

- Completed modernization in council room.

### **Tree & Sidewalk Ordinance**

- Tree ordinance was passed, but sidewalk ordinance required reworking. Staff report and edits to ordinance have been completed.
- **Researching what other cities utilize for a Cost Share program.**

### **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.

- Survey of Derrick Reservoir roof has been completed. Awaiting report from Mistras.
- **Reviewed report from Mistras.**

### **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.
- **Submitted a fence plan to Chris from TriCity**

### **USBR**

- Submitted corrections to the 2018 and 2019 reports.

## **WATER TREATMENT 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 scheduled for **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-October.**

VFD quotes for P-1 & P-3. Electric Motor Shop will be installing the VFD. **P1 & P3 pumps back in service.**

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 **scheduled for September 9 last treatment.**

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.**

**All TU5300 turbidimeters have been installed. Complete**

**Alum sludge removal project expected to start September or October.** 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.**

**Derrick Reservoir – RTU / UPS notification system and backup generator transfer switch have been ordered by Solomon Electric.**

**Calibrate pressure switch on P12 pump back in service.**

## **WASTEWATER TREATMENT PLANT (WWTP)**

- City crew working on getting pond 3 & 4 cleaned by spraying and burning the weeds, cattails and small trees. **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. Parts have been ordered.**
- Removing sludge out of the new basin. Complete. Waiting on parts to divert effluent water to new basin. **In progress**
- **Digester blower #1 has been serviced and is back in service.**
- **Sludge pump is being scheduled to be removed for maintenance & repairs.**



## ASSISTANT CITY MANAGER

### PUBLIC WORKS/UTILITIES

- **Water/Sewer Rate Study:** Water Rate Hearing notices have been released to the public as of September 1, 2020. Staff is preparing to schedule 2 rate increase public forums to allow the public to ask questions and express concerns about the impending rate increase for water and sewer.
- **Street Light Acquisition:** Staff has been working with Tanko to develop a contract that will allow the project to proceed to audit and ultimately the acquisition of the street lights. Contract is expected to go before the Council on September 17<sup>th</sup>.
- **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 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 winter 2020. This project will be funded through the remaining 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.
- Ordinances related to property owner responsibility for tree trimming and sidewalk repairs has been approved by the Council and staff is currently working on a shared cost program for sidewalk repairs that will be presented to the City Council in the coming months.
- **S. Princeton Drainage Issues:** Staff has scheduled a field visit with PG&E in September to discuss the concerns of drainage and failing roadway.
- **Training:** Staff has participated in the following virtual trainings: Street Saver Pavements Management Program Training and Public Works Expo Fleet Management.
- **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 participated in a webinar training to learn the new program in August.
- **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 is planned to start on September 8, 2020.
- **2015 Urban Water Management Plan:** Staff received a draft copy of the UWMP in July and has scheduled a meeting to provide comments to the consultant in order to finalize the document and conduct hearing.
- **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, ect.). Staff is waiting on Valley Garlic to place screens in the sewer collection system before it becomes online.
- **Capital Improvement Program** Continued discussions with Staff, IGS and City Engineer on developing a long-range plan 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.

- **Water Treatment Plant Solar Facility:** Staff is working with Johnson Controls on a plan to develop a solar facility adjacent to the existing water treatment plant in an effort to address energy costs and find an emergency power solution.

## LOCAL STREET PROEJCTS

- **Center Median Rehab:** The project has been completed and final payment plus retention are currently being processed. The notice of Completion has been filed.
- **Gale Ave Rehabilitation:** This project is complete and Notice of Completion has been filed.
- **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 late September.

## GRANTS

Staff has been continuing to meet 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** Staff was notified by the State that the City will be receiving an award letter related to the application, however a letter has yet to be received.
- **AHSC Affordable Housing Grant Application for Pacific and Elm Ave:** On June 25, 2020, the City of Coalinga was notified that it was awarded funding for the project. Staff is expected to have a kickoff meeting with the development team sometime in September.
- **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.
- **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 currently finalizing the design and staff should be reviewing 90% drawings by November 2020 for possible constriction summer 2021.
- **CMAQ:** Trail Segments 10-12 – This project is currently under design with the City Engineers office. Topo work was conducted by CH Robles during the week of August 24<sup>th</sup>.
- **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. Staff has executed the contract for services with SWCA they have begun work on the CEQA analysis.
- **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. Staff is currently awaiting an award letter from the State.
- **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.
- **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. Once the Urban Water Management Plan is complete the application will be submitted to the State.
- **Water Meter AMI Pilot Program** – Staff is working with Badger on an Automated Metering Infrastructure pilot program that will be completely automate the meter reading process and possibly eliminate radio/touch and manual reads in the future. More information regarding the pilot program will be presented at the September 17<sup>th</sup> City Council Meeting.
- **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. Applications are due in October.
- **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:** Plans and Specification are currently being reviewed by Sity Staff and the City is expecting to advertise bids in winter 2020 once other prioritized federal projects with strict deadlines have been 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 6 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.
- 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 submission of building plans.
- 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 application was accepted by staff for review as of September 1, 2020 and hearings are tentatively scheduled for Jan/Feb 2021.
- CDA 18-02 - 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 is expected to go before the Planning Commission on September 8, 2020.
- CUP 20-04 – Clermont Capital Partners Outdoor Cultivation Facility – Staff has accepted their Land Use application for review and hearings are set for September 22, 2020.

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

**Subject:** Discussion, Direction and Potential Action regarding the Police Department  
Transitioning to Hybrid Police Vehicles and the Installation of Charging Stations

**Meeting Date:** September 17, 2020

**From:** Marissa Trejo, City Manager

**Prepared by:** Sean Young, Police Commander

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## **I. RECOMMENDATION:**

This is a future agenda Item, requested by Councilwoman Stolz.

## **II. BACKGROUND:**

Councilwoman Stolz, requested the Police Department look into transitioning some of the current patrol SUV fleet to hybrid vehicles once the last of the leased fleet is paid off, as well as purchasing additional charging stations. The last payment on the current fleet vehicles is \$50,799 and will be paid off November 2021.

## **III. DISCUSSION:**

In looking into hybrid police vehicles, the Ford Interceptor is the only hybrid SUV that will work for patrol purposes. Both Dodge and Chevrolet have SUV's, however, neither are hybrids. The cost of a hybrid Ford Interceptor is about \$ 41,148.95, plus the cost of the emergency equipment, which can be anywhere between \$6,000 and \$9,000. The cost of a non-hybrid Ford Interceptor is about \$38,127.07, plus the cost of the emergency equipment, again between \$6,000 and \$9,000.

Based off Ford's estimation of 730 gallons of fuel used annually and estimating fuel costs at about \$2.60 per gallon, the estimated annual cost of fuel for a hybrid Ford interceptor is about \$1,898. Currently the estimated cost of fuel for a non-hybrid patrol SUV is about \$2,826, but that is heavily influenced by the officers activities, calls for service, investigations and so on.

The hybrid Ford Interceptors are not compatible with charging stations, as the batteries charge off the engine itself. Some agencies have tried an electric patrol vehicle, but with a battery that relies on a charging station for a charge, they are not dependable when it comes to longevity and extended operations / calls / pursuits. They run the risk of running out of charge while in the field.

For the charging stations, the San Joaquin Valley Air Pollution Control District does offer grant programs. The one suited for this project would be the Charge Up Program. It is a 3-year program and depending on the type of charging station, would award up to \$25,000 per charging station or up to \$50,000 for a total project.

In speaking with Turn Key Construction, a company recommended by the San Joaquin Valley Air Pollution Control District, the estimated cost of a Charge Point Dual Charging Station and needed accessories is about \$9,000 plus design and permit fees. There is an annual cost of about \$329 per station. The grant itself is a 3-year program so at a minimum, annual fees would be about \$1,974.



The grant would cover up to \$6,000 of the cost for one dual port charging stations such as this.

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

None.

#### **V. FISCAL IMPACT:**

The difference between the cost of the hybrid (\$41,148.95) and non-hybrid (\$38,127.07) Ford Interceptor is about \$3,021.88. The estimated cost of fuel savings, an estimated savings of \$928 with a hybrid Ford Interceptor, the non-hybrid Ford Interceptor may be a better option for the City.

If the City decided to go with a Dual Charging Station, the cost would be an estimated \$12,000. With the grant covering up to \$6,000, it would cost up to \$6,000 out of the City's budget, plus the annual cost of about \$329 for the first three years to comply with the grant.

#### **ATTACHMENTS:**

	File Name	Description
📎	2020-06-16_103319.pdf	Ford Gas SUV
📎	2021_Chewy_Tahoe_PPV.pdf	Chewy Tahoe K9 Vehicle Quote
📎	2021_Hybrid_Police_Interceptor.pdf	Ford SUV Hybrid Polcie Vehicle



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

June 16, 2020

Commander Sean Young  
City of Coalinga Police Department  
270 n 6<sup>TH</sup> Street  
Coalinga, Ca 93210  
Delivery Via Email  
Dear Commander Young,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Coalinga, new/unused 2020 Ford Police Utility Interceptor responding to your requirement with the attached specifications for \$33,572.00 plus Paint, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 120716-NAF. Price includes Black and White Paint

	One Unit MSRP	One Unit	Total Savings	Total Savings
2020 Ford Police Utility Non-Hybrid	40,540.00	33,572.00	17.19%	6,968.00
Black and White Paint		1,050.00		
Sub Total		34,622.00		
Sales Tax		3,107.32		
Transport		389.00		
Tire Tax		8.75		
Total		38,127.07		

Terms are net 30 days.  
Delivery 120-150 Days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-457-5590 O  
714-264-1867 C  
626-380-1174 F  
[Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)



Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD



**Wondries Fleet Group / National Auto Fleet Group**

**Prepared By:**

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com



Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL
K8A	2020 Ford Police Interceptor Utility AWD

#### COLORS

CODE	DESCRIPTION
UM	Agate Black

#### ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH Top Speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs

#### TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs

#### OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
500A	Order Code 500A	0.00 lbs	0.00 lbs

#### AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs

#### PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
UM	Agate Black	0.00 lbs	0.00 lbs

#### SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	0.00 lbs	0.00 lbs

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11200, Data updated Jun 14, 2020 10:15:00 PM PDT

Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

**ADDITIONAL EQUIPMENT - MECHANICAL**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
47A	Police Engine Idle Feature -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	0.00 lbs	0.00 lbs
76D	Underbody Deflector Plate -inc: Engine and transmission shield	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
153	Front License Plate Bracket	0.00 lbs	0.00 lbs
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	0.00 lbs	0.00 lbs
59B	Keyed Alike - 1284x	0.00 lbs	0.00 lbs
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs
19V	Rear Camera On-Demand -inc: Allows driver to enable rear camera on-demand	0.00 lbs	0.00 lbs
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs
60R	Noise Suppression Bonds (Ground Straps)	0.00 lbs	0.00 lbs
76R	Reverse Sensing System	0.00 lbs	0.00 lbs
85R	Rear Console Plate	0.00 lbs	0.00 lbs
87R	Rear View Camera -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) OR the rear view mirror (87R), Electrochromic Rear View Mirror Video is displayed in rear view mirror	0.00 lbs	0.00 lbs
<b>Options Total</b>		<b>0.00 lbs</b>	<b>0.00 lbs</b>

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

## Standard Equipment

### Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH Top Speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Police/Fire

1670# Maximum Payload

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

### Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover, center caps and full size spare

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

### Exterior

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook  
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent  
Body-Colored Bodyside Cladding and Black Wheel Well Trim  
Black Side Windows Trim and Black Front Windshield Trim  
Black Door Handles  
Black Power Side Mirrors w/Convex Spotter and Manual Folding  
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster  
Deep Tinted Glass  
Speed Sensitive Variable Intermittent Wipers  
Front Windshield -inc: Sun Visor Strip  
Galvanized Steel/Aluminum Panels  
Lip Spoiler  
Black Grille  
Liftgate Rear Cargo Access  
Tailgate/Rear Door Lock Included w/Power Door Locks  
Fully Automatic Projector Beam Led Low/High Beam Headlamps  
LED Brakelights

### Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls  
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display  
Integrated Roof Antenna  
1 LCD Monitor In The Front

### Interior

8-Way Driver Seat  
Passenger Seat  
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat  
Manual Tilt/Telescoping Steering Column  
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer  
Power Rear Windows and Fixed 3rd Row Windows  
Ford Fleet Telematics Selective Service Internet Access

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

**Interior**

Remote Releases -Inc: Power Cargo Access  
Cruise Control w/Steering Wheel Controls  
Dual Zone Front Automatic Air Conditioning  
HVAC -inc: Underseat Ducts  
Locking Glove Box  
Driver Foot Rest  
Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks  
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents  
Full Cloth Headliner  
Urethane Gear Shifter Material  
Day-Night Rearview Mirror  
Driver And Passenger Visor Vanity Mirrors  
Mini Overhead Console w/Storage and 2 12V DC Power Outlets  
Front And Rear Map Lights  
Fade-To-Off Interior Lighting  
Full Vinyl/Rubber Floor Covering  
Carpet Floor Trim  
Cargo Features -inc: Cargo Tray/Organizer  
Cargo Space Lights  
Dashboard Storage, Driver And Passenger Door Bins  
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down  
Delayed Accessory Power  
Power Door Locks  
Systems Monitor  
Redundant Digital Speedometer  
Trip Computer  
Analog Display  
Seats w/Vinyl Back Material  
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints  
2 12V DC Power Outlets

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (  Complete )

**Interior**

Air Filtration

**Safety-Mechanical**

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

**Safety-Exterior**

Side Impact Beams

**Safety-Interior**

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

**WARRANTY**

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

## Window Sticker

### SUMMARY

[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD

MSRP: \$40,615.00

Interior: Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1: Agate Black

Exterior 2: No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

### OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD	\$40,615.00
<b>OPTIONS</b>		
153	Front License Plate Bracket	\$0.00
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
19V	Rear Camera On-Demand	\$230.00
43D	Dark Car Feature	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
47A	Police Engine Idle Feature	\$260.00
500A	Order Code 500A	\$0.00
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
52P	Hidden Door-Lock Plunger	\$160.00
59B	Keyed Alike - 1284x	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
76D	Underbody Deflector Plate	\$335.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate	\$45.00
86T	Tail Lamp/Police Interceptor Housing Only	\$60.00
87R	Rear View Camera	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,530.00)
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00

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Vehicle: [Fleet] 2020 Ford Police Interceptor Utility (K8A) AWD (  Complete )

<b>SUBTOTAL</b>	<b>\$39,295.00</b>
Adjustments Total	\$0.00
Destination Charge	\$1,245.00
<b>TOTAL PRICE</b>	<b>\$40,540.00</b>

#### FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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August 13, 2020

City of Coalinga PD  
270 N 6th Street  
Coalinga, CA 93210

**Re: Municipal Lease/Purchase Financing Proposal**

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to the City of Coalinga PD the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Coalinga PD would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a 2021 Chevy Tahoe PPV. This transaction is subject to formal review and approval by both the Lessor and Lessee.

**LESSEE:** City of Coalinga PD

**LESSOR:** Lease Servicing Center, Inc. dba NCL Government Capital & it's assigns

**EQUIPMENT:** 2021 Chevy Tahoe PPV

**EQUIPMENT COST:** \$43,428.71

**DOWN-PAYMENT:** \$0

**AMOUNT FINANCED:** \$43,428.71

**TERM:** 5 Years

**ANNUAL LEASE PAYMENTS:** \$9,721.78

**FIRST PAYMENT DUE:** 12 Months from Lease Commencement

**PURCHASE OPTION:** \$1.00

**PRICING:** The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by August 31, 2020 and the transaction closes/funds prior to October 01, 2020. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

**DOCUMENTATION FEE:** \$250 paid to Lessor at closing

**DOCUMENTATION:** Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

**TITLE / INSURANCE:** Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

**TAX STATUS:** This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

**SOURCEWELL CONTRACT:** NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).  
**#011620-NCL** NCL's Sourcewell Contract # is 011620-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Matt Geiselhart - (866) 763-7600

[mgeiselhart@lscfinancial.com](mailto:mgeiselhart@lscfinancial.com)

#### **ACCEPTANCE**

As a duly authorized agent of the City of Coalinga PD, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOU OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



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<b>LESSEE:</b>	City of Coalinga PD
<b>LESSOR:</b>	Lease Servicing Center, Inc. dba NCL Government Capital & it's assigns
<b>EQUIPMENT:</b>	2021 Ford Hybrid Utility Interceptor
<b>EQUIPMENT COST:</b>	\$41,148.95
<b>DOWN-PAYMENT:</b>	\$0
<b>AMOUNT FINANCED:</b>	<u>\$41,148.95</u>
<b>TERM:</b>	<u>5 Years</u>
<b>ANNUAL LEASE PAYMENTS:</b>	\$9,211.26
<b>FIRST PAYMENT DUE:</b>	12 Months from Lease Commencement
<b>PURCHASE OPTION:</b>	\$1.00
<b>PRICING:</b>	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by August 31, 2020 and the transaction closes/funds prior to October 01, 2020. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
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