



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**December 2, 2021
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 December 2, 2021 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113.

The Meeting will begin at 6:00 p.m. and the Agenda will be as follows:

1. CALL TO ORDER

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

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Life Saving Commendation for Paramedic Dayne Kosmosky and Paramedic May Aung
2. Badge Pinning for New Fire Department Employees

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.

Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the City Council meeting shall be distributed to the City Council and included in the record, however they will not be read.

4. PUBLIC HEARINGS

1. Adopt Resolution No. 4053 Certifying an Initial Study and Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program for the Construction of Segments 3, 4, and 9 of the Coalinga Trails Master Plan

Sean Brewer, Assistant City Manager

5. CONSENT CALENDAR

1. Approve MINUTES - November 4, 2021
2. Check Register: 10/01/2021 - 10/31/2021
3. Adopt Resolution No. 4055 Rescinding Drought Charges
4. Authorize City Manager to Execute a Memorandum of Understanding Between the City of Coalinga and Bird Rides, Inc. for the Deployment of Electric Stand Up Scooters in the City of Coalinga
5. Direct Staff to Initiate a Zoning Text Amendment to have the Planning Commission Review and Recommend Changes to the Zoning Regulations as it Relates to Dry Cleaning, Towing and Impound Facilities
6. Authorize a Change in Vehicle Type and Allocation Under the City's Existing Fleet Management Contract with Enterprise
7. Declare Two Chevrolet Caprice Cars as Surplus and Authorize Disposal
8. Receive Report and Approve a Regulatory Permit to ST Green Corporation, for Cannabis Cultivation, Manufacturing and Distribution
9. Authorize Assistant City Manager to Execute Engineering Task Orders with the City Engineer for Preliminary Engineering and Construction Engineering Services for Multiple Street-Related Projects
10. Approve Contract for Services with Streamline Automation Systems
11. Approve Purchase of a New Ambulance from Emergency Vehicle Group (EVG)
12. Introduce and Waive First Reading of Ordinance No. 849 Relating to SB1383 Organic Waste Disposal Reduction, Amending Chapter 6-2.01 and Adding Section 6.2.50 of the Coalinga Municipal Code
13. Authorize City Manager to enter into an Agreement with CINTAS Uniform Services to Provide Uniforms to Public Works and Utilities Field Personnel and Further Authorize the City Manager to Cancel the Existing Contract with Aramark Uniform Services Which Will Expire on February 6, 2022
14. Police Department's Third Quarter Report

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action regarding Future Police Chief and Fire Chief Selection
Marissa Trejo, City Manager
2. Continuation of the City of Coalinga's Water Conservation Emergency Proclamation

and Discussion, Direction and Potential Action regarding Establishing Water Shortage Regulations

Sean Brewer, Assistant City Manager

3. Discussion, Direction and Potential Action regarding entering into an Agreement with Coalinga-Huron Unified School District for Crossing Guards

Marissa Trejo, City Manager

4. Discussion, Direction and Potential Action regarding Electrical Infrastructure Upgrades at Downtown Plaza Area

Larry Miller, Public Works & Utilities Coordinator

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: Vacant Land (APNs: 072-151-04) located in the City of Coalinga near the SW corner of Sixth Street and Polk Street. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: Molinari Martial E. UNDER NEGOTIATION: Price and Terms of Payment
2. REAL PROPERTY NEGOTIATIONS - Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: Vacant Land (APNs: 072-104-26) located in the City of Coalinga at the SW corner of Fifth Street and Cedar Avenue. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: Motte J M Trustee. UNDER NEGOTIATION: Price and Terms of Payment
3. REAL PROPERTY NEGOTIATIONS - Government Code Section 54956.8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. PROPERTY: 100 E. Walnut Avenue (APN: 071-162-01s and 071-162-02s) located in the City of Coalinga on the corner on Elm and Walnut Avenues. CITY NEGOTIATORS: City Manager, Marissa Trejo; and City Attorney, Mario Zamora. NEGOTIATING PARTIES: AMG & Associates. UNDER NEGOTIATION: Price and Terms of Payment
4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION under Government Code Section 54956.9(d)(2) - 1 case

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: Life Saving Commendation for Paramedic Dayne Kosmosky and Paramedic May Aung
Meeting Date: December 2, 2021
From: Greg DuPuis, Fire Chief
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

Live saving commendation presentation for Paramedic Dayne Kosmosky and Paramedic May Aung

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
□	commendation_letter.pdf	Commendation Letter
□	vehicle_fire.jpg	Vehicle Picture



COALINGA FIRE DEPARTMENT

GREG DUPUIS, FIRE CHIEF

300 W. Elm Ave • Coalinga, CA 93210 • Phone (559) 935-1652 • Fax (559) 935-1638

COMMENDATION FOR LIFESAVING ACTION PARAMEDIC MAY AUNG AND PARAMEDIC DAYNE KOSMOSKY

On October 14th, 2021, Paramedics Aung and Kosmosky were on their way to Kaweah Delta Medical Center with a patient when they came upon a traffic accident at El Dorado and Dorris Ave. Paramedic Kosmosky called in the accident to dispatch and as he was exiting the ambulance, he observed bystanders attempting to extricate the victim. As he walked towards the vehicle, he noticed the vehicle was smoking and heard “crackling” noises. He ran back to the ambulance and grabbed the vehicles fire extinguisher. He noticed that the vehicle was now on fire in the engine compartment area. His attempt to extinguish the fire was unsuccessful. Another bystander handed Paramedic Kosmosky another fire extinguisher. His second attempt was unsuccessful as the fire had become too big to extinguish.

Paramedic Aung made sure her patient was ok and said she had to go help with an accident they had driven up on. She made her way over to the passenger compartment and was assisting bystanders attempting to pull the victim out of the vehicle. At this point the front of the vehicle was fully involved and Paramedic Kosmosky stuck his head into the burning vehicle and saw that the victim’s leg was trapped. He was able to free it and with the help of Paramedic Aung and bystanders they were able to pull the victim from the vehicle as the passenger compartment began to catch fire.

They placed the patient on a backboard and began treating the patient until additional resources arrived and were able to transfer the patient to another Coalinga Fire ambulance.

The efforts of both Paramedic Kosmosky and Aung were instrumental in saving this individuals life. Without their quick action and remaining calm during an intense event the outcome of this individual could have been much different.

Your life saving actions on that day is to be commended by the Coalinga Fire Department, and the City of Coalinga.

Greg DuPuis
Fire Chief



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

Subject: Badge Pinning for New Fire Department Employees
Meeting Date: 12/02/2021
From: Greg DuPuis, Fire Chief
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

Badge pinning for new Fire Department employees.

1. Division Chief Eric Beasley
2. Non-Safety EMT Maribel Macias
3. Non-Safety EMT Alycia Sanchez

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Adopt Resolution No. 4053 Certifying an Initial Study and Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program for the Construction of Segments 3, 4, and 9 of the Coalinga Trails Master Plan

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

City Council adoption of Resolution No. 4053 Certifying an Initial Study and Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program for the construction of Segments 3, 4, and 9 of the Coalinga Trails Master Plan.

II. BACKGROUND:

The City of Coalinga pursued funding through the Active Transportation grant Program to fund the design and construction of segments 3, 4, and 9 of the Coalinga Multi-Use Trails Master Plan. Staff received grant funds under the ATP grant program to cover costs related to CEQA, Preliminary Design, Right-of-Way and Construction.

Implementation of the proposed project required preparation and approval of an Initial Study/Mitigated Negative Declaration (IS/MND). Staff in conjunction with its consultant has prepared the appropriate environmental documentation to satisfy the California Environmental Quality Act as described in the IS/MND, Resolution and Mitigation Monitoring Reporting Program.

III. DISCUSSION:

The City of Coalinga (City) is proposing the design, construction, and operation of portions of three segments—Segments 3, 4, and 9—of the City’s planned 8.8-mile perimeter trail and spur system identified in the City’s Trails Master Plan (TMP) using Active Transportation Program (ATP) funding (proposed project). The project would develop approximately 4,600 linear feet (0.87 mile) of a multi-use (vehicle-separated) loop-and-spur Class I bicycle/pedestrian trail in the city of Coalinga, Fresno County, California. Segment 3 would be located within an undeveloped former railroad corridor between East Walnut Avenue and East Cherry Lane, Segment 4 would be located within an undeveloped former railroad corridor between East Cherry Lane and South First Street, and Segment 9 would be located within an undeveloped property, connecting the intersection of Elm and Lucille Avenues to the west and the intersection of Pacific and Forest Streets to the east.

Each of the proposed segments are described in detail below:

Segment 3 (portion): Consists of approximately 1,100 feet of the 2,600-foot segment identified in the City’s TMP in the northeastern portion of the city. This segment runs along a former railroad corridor and would

provide a direct connection between residents on the northeast side of the city and downtown. According to available data, the rail corridor is now privately owned and no longer active. An easement may be needed for this segment. Segment 3 is surrounded by Residential Single-Family and Residential Medium Density land use designations (Figure 2).

Segment 4: Consists of approximately 1,800 feet in northeastern Coalinga (the complete segment identified in the City's TMP), extending southwest from the southernmost portion of Segment 3. This segment continues along the former railroad corridor and completes the connection from the northeast side of the city to downtown and provides non-motorized access to destinations such as the California Department of Motor Vehicles (DMV), the library, City Hall, retail, high- and medium-density housing, traditional neighborhoods, restaurants, and West Hills College via Cherry Lane. An easement may be needed for this segment. Segment 4 is surrounded by Residential Single-Family, Residential Medium Density, Residential High Density, Residential Traditional Neighborhood, and Service Commercial land use designations (see Figure 2).

Segment 9 (portion): Consists of approximately 1,700 feet of the 4,200-foot segment identified in the City's TMP in the southern portion of the city. This segment is between the intersection of Pacific and Forest Streets and the intersection of State Route (SR) 198 and Lucille Avenue. This segment would link residents living on the south side of Coalinga with Warthan Creek via an unofficial, unpaved path that would eventually be developed as the eastern portion of Segment 9. Segment 9 would also provide connectivity to future Segments 10, 11 (Keck Park), 12, 13, and 14; nearby undeveloped parcels zoned for high-density residential; and open space south of this segment owned by Chevron USA, who would be a major stakeholder in the development of this segment. Segment 9 is surrounded by Residential Single-Family and Light Manufacturing/Business land use designations (see Figure 2).

The trails would be comprised of 10-foot-wide paved asphalt between 2 and 4 feet of decomposed granite shoulders. Trail segments would be constructed in north Coalinga from the City's Sports Complex east to a former rail line terminating downtown at First Street and between Elm and Forest Avenues (south). The project would connect residents in Coalinga (and a disadvantaged census tract) to activity centers, such as schools, parks, a college, shopping, neighborhoods, and jobs. The project would provide a safe option to enable increased bicycle/pedestrian transportation use. Increased active transportation would address health disparities in a community that faces higher than average California city rates of asthma, obesity, and heart disease.

The City of Coalinga has complied with the requirements the California Environmental Quality Act of 1970 (CEQA), in that the Coalinga Community Development Department has determined that said construction is subject to CEQA and an initial study and mitigated negative declaration was prepared for this project. The Community Development Department circulated a notice of intent (NOI) to adopt an initial study and negative declaration and advertised a 30-day public comment period which began on September 13, 2021 and ended on October 12, 2021.

A copy of the environmental document is available on the City's website at: <https://www.coalinga.com/401/Current-Planning-Projects>

Public hearing notices to all property owners within 300 feet of the site as required by Local and State law were circulated and mailed on November 18, 2021.

FINDINGS

The Council must consider and make the following findings when certifying an environmental document in accordance with California Environmental Quality Act:

- All required public notices have been given.

- The provisions of CEQA have been followed.
- The proposed project will not have significant adverse effect on the environment.
- The property project will be compatible with the existing and future development of the surrounding areas and the project area.

Staff feels that all findings have been met and can be appropriately applied to the project.

IV. ALTERNATIVES:

- Do not adopt Resolution No. 4053 and certify the Initial Study and Mitigated Negative Declaration. - staff does not recommend.

V. FISCAL IMPACT:

The cost of preparing the CEQA documentation and project construction are funded through the ATP Cycle 4 grant funding program.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> CC_Resolution_No._4053_-_CEQA_Trails_Segements_3_4_9.docx	Resolution No. 4053
<input type="checkbox"/> Exhibit_A_-_MMRP.docx	Trails Segments 3-4-9 MMRP

CITY COUNCIL RESOLUTION NO. 4053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CONSTRUCTION OF THE CITY OF COALINGA TRAILS MASTER PLAN SEGMENTS 3, 4, AND 9.

WHEREAS, the City of Coalinga pursued funding for the construction of the Coalinga Trails Master Plan; and

WHEREAS, the City of Coalinga competed and obtained grant funding through the Active Transportation Program to design and construct segments 3, 4, and 9 of the trails master plan; and

WHEREAS, the City Council of the City of Coalinga, California, did on December 2, 2021, hold a duly noticed Public Hearing to certify an Initial Study/Mitigated Negative Declaration and mitigation monitoring program in accordance with the California Environmental Quality Act.

WHEREAS, The project includes three proposed trail segments located in the city of Coalinga, Fresno County, California. Segment 3 would be located within an undeveloped former railroad corridor between East Walnut Avenue and East Cherry Lane, Segment 4 would be located within an undeveloped former railroad corridor between East Cherry Lane and South First Street, and Segment 9 would be located within an undeveloped property, connecting the intersection of Elm and Lucille Avenues to the west and the intersection of Pacific and Forest Streets to the east in the city of Coalinga.; and

WHEREAS, the City of Coalinga has complied with the requirements the California Environmental Quality Act of 1970 (CEQA), in that the Coalinga Community Development Department has determined that said construction is subject to CEQA and an initial study and mitigated negative declaration was prepared for this project; and,

WHEREAS, the Community Development Department circulated a notice of intent (NOI) to adopt an initial study and negative declaration and advertised a 30-day public comment period which began on September 13, 2021 and ended on October 12, 2021: and

WHEREAS, the Community Development Department mailed public hearing notices to all property owners within 300 feet of the site as required by Local and State law, and;

WHEREAS, the Council has considered and hereby makes the following findings:

1. All required public notices have been given
2. The provisions of CEQA have been followed
3. The proposed project will not have significant adverse effect on the environment
4. The property project will be compatible with the existing and future development of the surrounding areas and the project area.

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

SECTION 1. That the above recitations are true and constitute the Findings of the City Council in this case;

SECTION 2. That the City Council does hereby certifies the IS/MND and mitigation and monitoring program for the reasons set forth in this Resolution.

PASSED AND ADOPTED, by the City of Coalinga City Council at a regularly scheduled meeting held on the 2nd Day of December 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor/Mayor Pro-Tem

ATTEST:

City Clerk/Deputy City Clerk

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
<i>Air Quality</i>				
AQ-1	<p>The following measures shall be implemented and shown on grading and building plans to minimize construction-generated emissions:</p> <ol style="list-style-type: none"> All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, using a chemical stabilizer/suppressant, or covered with a tarp or other suitable cover or vegetative ground cover; All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or SJVAPCD-approved chemical stabilizer/suppressant; All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking; When materials are transported off-site, all material shall be covered, or effectively wetted to limit visible dust emissions, and at least 6 inches of freeboard space from the tip of the container shall be maintained; All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at the end of each workday. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. Use of blower devices is expressly forbidden; Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant; Within urban areas, track out shall be immediately removed when it extends 50 or more feet from the site and at the end of each workday; Any site with 150 or more vehicle trips per day shall prevent carryout and track out; Limit traffic speeds on unpaved roads to 15 miles per hour (mph); 	Incorporation of specifications on construction plans	Prior to issuance of construction permits	Contractor

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<ul style="list-style-type: none"> j. Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than 1 percent; k. Install wheel washers for all exiting trucks, or wash off all trucks and equipment leaving the site; l. Install wind breaks at windward side(s) of construction areas; m. Suspend excavation and grading activity when winds exceed 20 mph; and n. Limit area subject to excavation, grading, and other construction activity at any one time. 			
AQ-2	<p>The following measures shall be implemented and shown on grading and building plans to minimize construction equipment-generated emissions:</p> <ul style="list-style-type: none"> a. Substitute alternative fueled or catalyst equipped diesel construction equipment, when available; b. Minimize idling time to not exceed 10 minutes; c. Minimize the hours of operation of heavy-duty equipment and/or the amount of equipment in use to the greatest extent feasible; d. Replace fossil-fueled equipment with electrically driven equivalents (provided they are not run through a portable generator set) when available; e. Curtail construction during periods of high ambient pollutant concentrations if feasible; this may include ceasing of construction activity during the peak-hour of vehicular traffic on adjacent roadways; and f. Implement activity management (e.g., reschedule activities to reduce short-term impacts). 	Incorporation of specifications on construction plans	Prior to ground disturbance	Contractor
AQ-3	<p>Prior to any grading activities a geologic evaluation shall be conducted to determine if NOA is present within the area that will be disturbed. If NOA is not present, an exemption request must be filed with the SJVAPCD. If NOA is found at the site, the applicant must comply with all requirements outlined in the</p>	Complete geologic evaluation and submit exemption	Prior to ground disturbance	City/Contractor

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	Asbestos ATCM. These requirements may include but are not limited to: <ul style="list-style-type: none"> a. Development of an Asbestos Dust Mitigation Plan, which must be approved by the SJVAPCD before operations begin; and b. Development and approval of an Asbestos Health and Safety Program (required for some projects). <p>If NOA is not present, an exemption request must be filed with the SJVAPCD.</p>	request		
Biological Resources				
BIO-1	Within 30 days prior to any ground disturbance, pre-construction survey shall be conducted by the qualified biologist for special-status species that have the potential to occur within the BSA. A letter report documenting the results of the pre-construction surveys shall be prepared and submitted to the City of Coalinga Planning Department for review and approval. If special-status species are identified during preconstruction surveys, project activities shall be modified (if necessary) and implemented in a manner that avoids all direct and indirect effects to these species. The City of Coalinga may coordinate with the California Department of Transportation and California Department of Fish and Wildlife, if necessary, to identify appropriate methods for avoiding all direct and indirect effects to special-status species within the BSA.	Retain a qualified biologist and submit pre-construction survey report(s) to the City for review and approval	Prior to ground disturbance	City and contractor
BIO-2	Prior to initiation of any site preparation/construction activities, the City of Coalinga will prepare and supply a PowerPoint presentation and sign-up sheets for all construction personnel. All individuals who will be involved in site preparation or construction activities will be required to review the PowerPoint presentation and acknowledge they reviewed the materials via the sign-up sheets. At a minimum, the presentation will include a description of the natural history of the species with the potential to be affected by the proposed project and their habitats, the general measures that are being implemented to conserve these species as they relate to the proposed project, the penalties for non-compliance, and the boundaries of the work area within which the project must be accomplished. To ensure that employees and contractors understand their roles and responsibilities, training may have to be conducted in languages other than English. The sign-up sheets will be returned to the City of Coalinga Planning Department.	Conduct training and provide completed sign-up sheets to the City.	Prior to initiation of any site preparation/construction activities	City

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
BIO-3	Prior to initiation of any site preparation and/or construction activities, the City of Coalinga will retain a qualified on-call biological monitor to provide oversight over ground-disturbing construction activities and implementation of avoidance and minimization efforts. The monitor will coordinate with the City of Coalinga Resident Engineer and the California Department of Transportation Local Assistance regarding any special-status species detections or requests to stop construction activities.	Retain a qualified on-call biological monitor	Prior to initiation of any site preparation/construction activities	City
BIO-4	<p>Prior to any site preparation and/or construction activities associated with the proposed project, the City of Coalinga will implement the following measures to prevent impacts to burrowing owl:</p> <ul style="list-style-type: none"> a. A preconstruction survey will be conducted by a qualified biologist to determine the presence of burrowing owl nesting sites within the Biological Study Area. The survey shall be conducted no more than 30 days prior to any construction activities for each construction area. This will ensure that burrowing owl has not moved onto, and is not inhabiting, the project site. All potential burrows located within the construction and work areas will be monitored for 3 consecutive nights using tracking medium at the burrow entrance to determine the current use. If no owl activity is observed during this period, the burrow will be destroyed immediately to preclude subsequent use. b. If active burrowing owl nest sites are found within the Biological Study Area, the City of Coalinga shall comply with the California Department of Fish and Wildlife's 1994 <i>Staff Report on Burrowing Owl Mitigation Guidelines</i>. 	Retain a qualified biologist to conduct preconstruction survey and ensure compliance with CDFW 1994 Staff Report. Submit preconstruction survey report to City for review and approval	Prior to commencement of site preparation and during construction	City
BIO-5	<p>If construction activities are conducted during the typical nesting bird season (February 15 through September 1), preconstruction surveys will be conducted by a qualified biologist prior to any construction activity to identify potential nesting bird activity. The survey area will include a 0.25-mile buffer surrounding the Biological Study Area. If no active nests are found within the study area, no further mitigation is required. If nesting activity is identified during the preconstruction survey process, the following measures will be implemented:</p> <ul style="list-style-type: none"> a. If active nest sites of bird species protected under the Migratory Bird Treaty Act and California Fish and Game Code are observed within the Biological Study Area, then the project will be modified and/or delayed 	Retain a qualified biologist to conduct preconstruction survey and implement/monitor avoidance measures. Submit preconstruction survey report to	Prior to and during construction	City

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>as necessary to avoid direct take of the identified nests, eggs, and/or young;</p> <p>b. If active nest sites of raptors and/or bird species of special concern are observed within the vicinity of the project site, then the appropriate buffer around the nest site (typically 250 feet for passerines and 300 feet for raptors, not including Swainson's hawk) will be established. Construction activities in the buffer zone will be prohibited until the qualified biological monitor has determined that the young have fledged the nest and achieved independence; and,</p> <p>c. Active nests should be documented by a qualified biologist, and a letter report will be submitted to the City of Coalinga documenting project compliance with the Migratory Bird Treaty Act and California Fish and Game Code.</p>	City for review and approval		
BIO-6	<p>Within 30 days prior to initiation of site disturbance and/or construction, a U.S. Fish and Wildlife-approved biologist will conduct a pre-construction survey for known or potential sensitive species, including San Joaquin kit fox dens, and submit a letter to the City of Coalinga Planning Department reporting the date the survey was conducted, the survey methodology, survey results, and what measures were necessary (and completed), as applicable, to address any San Joaquin kit fox activity within the project limits.</p>	Retain a USFWS-approved biologist to conduct pre-construction survey and submit letter report to the City for review and approval.	Within 30 days prior to initiation of site disturbance and/or construction	City
BIO-7	<p>Prior to and during any site preparation and/or construction activities associated with the proposed project, the City of Coalinga and/or the project contractor will implement the following conservation measures:</p> <p>a. Project employees will be directed to exercise caution when commuting within unpaved project areas. A 20-mile-per-hour speed limit will be enforced on unpaved roads.</p> <p>b. Project employees will be provided with written guidance governing vehicle use, speed limits on unpaved roads, fire prevention, and other hazards.</p> <p>c. A litter control program shall be instituted at the project site. All workers shall ensure their food scraps, paper wrappers, food containers, cans, bottles, and other trash from the project area are deposited in covered</p>	Site verification that measures are implemented and maintained during construction	Prior to and during any site preparation and/or construction	City and contractor

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>or closed trash containers. The trash containers shall be removed from the project area at the end of each working day.</p> <p>d. No canine or feline pets or firearms (except for federal, state, or local law enforcement officers and security personnel) shall be permitted on construction sites to avoid harassment, killing, or injuring of listed species.</p> <p>i. At the end of each working day, maintenance and construction excavations greater than 2 feet deep shall be covered, filled-in, or equipped with earthen escape ramps no greater than 200 feet apart to prevent entrapment of listed species.</p> <p>e. All construction activities shall be confined within the project construction area, which may include temporary access roads, haul roads, and staging areas specifically designated and marked for these purposes. At no time shall equipment or personnel be allowed outside the project construction area without authorization from the City of Coalinga and/or biological monitor.</p> <p>f. Environmentally Sensitive Areas within the Project Impact Area, such as active burrows and trees to be preserved, shall be delineated with high visibility temporary fencing at least 4 feet in height, flagging, or other barrier to prevent encroachment of construction personnel and equipment onto any sensitive areas during project work activities. Such fencing shall be inspected and maintained daily until completion of the project. The fencing will be removed only when all construction equipment is removed from the site.</p> <p>g. If necessary, tightly woven fiber netting or similar material shall be used for erosion control or other purposes at the project site to ensure that special-status species do not get trapped. This limitation will be communicated to the contractor through use of Special Provisions included in the bid solicitation package.</p> <p>h. Use of rodenticides and herbicides at the project site shall be avoided to the maximum extent feasible to prevent primary or secondary poisoning of special-status species and depletion of prey populations on which they depend. In the event that the use of herbicides is necessary for invasive species control, all uses of such compounds shall observe labels and other restrictions mandated by the U.S.</p>			

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	Environmental Protection Agency, California Department of Pesticide Regulation, and other appropriate federal and state regulations, as well as additional project-related restrictions deemed necessary by the U.S. Fish and Wildlife Service or the California Department of Fish and Wildlife.			
BIO-8	Prior to or during project activities, if any observations are made of San Joaquin kit fox, or any known or potential San Joaquin kit fox dens are discovered within the project limits, the qualified biologist will notify the City of Coalinga, and the City of Coalinga will contact the California Department of Transportation who, in turn, will contact the U.S. Fish and Wildlife Service to discuss ways to proceed with the project and avoid take. All work will stop until such time that the California Department of Transportation determines that it is appropriate to resume work.	Retain a USFWS qualified biologist to notify the City of any San Joaquin kit fox observations and notify Caltrans of reported observations. Ensure work stops until Caltrans notifies work may continue.	Prior to and during project activities	City and Contractor
Cultural Resources				
CR-1	<p>Prior to construction activities, a City-qualified archaeologist shall coordinate with representatives from the Santa Rosa Rancheria Tachi-Yokut Tribe to conduct cultural resource awareness training for all construction personnel including the following:</p> <ul style="list-style-type: none"> a. Review the types of archaeological artifacts that may be uncovered; b. Provide examples of common archaeological artifacts to examine; c. Review what makes an archaeological resource significant to archaeologists and local Native Americans; d. Describe procedures for notifying involved or interested parties in case of a new discovery; e. Describe reporting requirements and responsibilities of construction personnel; 	Retain qualified archaeologist and coordinate with the Santa Rosa Rancheria Tachi-Yokut Tribe to conduct cultural resource awareness training	Prior to construction	City

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>f. Review procedures that shall be used to record, evaluate, and mitigate new discoveries; and</p> <p>g. Describe procedures that would be followed in the case of discovery of disturbed as well as intact human burials and burial-associated artifacts.</p>			
CR-2	<p>If cultural resources are encountered during subsurface earthwork activities, all ground-disturbing activities within a 25-foot radius of the find shall cease and the City shall be notified immediately. Work shall not continue until a City-qualified archaeologist assesses the find and determines the need for further study. If the find includes Native American-affiliated materials, a local Native American tribal representative will be contacted to work in conjunction with the City-approved archaeologist to determine the need for further study. A standard inadvertent discovery clause shall be included in every grading and construction contract to inform contractors of this requirement. Any previously unidentified resources found during construction shall be recorded on appropriate California Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA criteria by a qualified archaeologist.</p> <p>If the resource is determined significant under CEQA, the qualified archaeologist shall prepare and implement a research design and archaeological data recovery plan, in conjunction with locally affiliated Native American representative(s) as necessary, that will capture those categories of data for which the site is significant. The archaeologist shall also perform appropriate technical analysis, prepare a comprehensive report, and file it with the SSJVIC, located at the California State University, Bakersfield, and provide for the permanent curation of the recovered materials</p>	Stop work and notify project proponent immediately in the event that a potentially significant cultural resource is encountered	Prior to and during construction	Contractor
CR-3	<p>In the event that human remains are exposed during ground-disturbing activities associated with the project, an immediate halt work order shall be issued, and the City Assistant Manager and locally affiliated Native American representative(s) (as necessary) shall be notified. California Health and Safety Code Section 7050.5 requires that no further disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours. These requirements shall be</p>	Inform project contractor and staff of the potential to encounter human remains and follow specified notification protocol	Prior to and during construction	City and Contractor

Mitigation Monitoring and Reporting Program

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	printed on all building and grading plans.			
Noise				
N-1	<p>During project construction, construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m. in accordance with the City's Safety, Air Quality and Noise Element. Construction equipment maintenance shall be limited to the same hours. Construction activities that do not require the use of mechanical equipment are not subject to these restrictions.</p> <p>Stationary construction equipment that generates noise that exceeds 65 dBA at the project boundaries shall be shielded with the most modern noise control devices (i.e., mufflers, lagging, and/or motor enclosures). Impact tools (e.g., jack hammers, pavement breakers, rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used.</p>	Include hours of construction on construction plans and ensure compliance through site verification.	During construction	City and Contractor
N-2	<p>All equipment shall be properly maintained to ensure that no additional noise, due to worn or improperly maintained parts, is generated. Stockpiling and vehicle staging areas shall be located as far as practical from sensitive noise receptors. Every effort shall be made to create the greatest distance between noise sources and sensitive receptors during construction activities.</p>	Ensure compliance through site verification.	During construction	City and Contractor

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

Subject: Approve MINUTES - November 4, 2021
Meeting Date: December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Shannon Jensen, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	MINUTES_For_Approval_110421.pdf	Minutes - November 4, 2021

MINUTES

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

MEETING AGENDA

November 4, 2021

1. CALL TO ORDER 6:02PM

Council Members Present: Singleton, Adkisson, Ramirez

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Chief of Police Darren Blevins, Assistant City Manager Sean Brewer (via Zoom), Financial Services Director Jasmin Bains, Administrative Analyst Mercedes Garcia, Fire Chief Greg DuPuis, Public Works and Utilities Coordinator Larry Miller, and City Clerk Shannon Jensen

Council Members Absent: Ramsey, Horn

Others Absent: City Treasurer Dawn Kahikina

Changes to the Agenda: City Manager Marissa Trejo announced Item No. 2.8 would be postponed at this time and brought back at a future meeting. Closed Session Item No. 9.2 would be postponed due to a lack of a quorum for the item.

*Motion by Adkisson, Second by Ramirez to Approve the Agenda for the meeting of November 4, 2021. Motion **Approved** by Roll-Call 3/0 Majority Vote. (Ramsey and Horn – Absent)*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. City of Coalinga Marketing Video Presentation

City Manager Marissa Trejo presented the City of Coalinga Marketing Video, produced by RAD Studios.

2. Harris Ranch K-9 Fundraiser Check Presentation to Coalinga Police K-9 Foundation and Coalinga Police Department

Chief of Police, Darren Blevins introduced Suzanne Devereaux, Director of Marketing for Harris Ranch who presented a check, on behalf of Mr. John Harris, in the amount of \$2,000 to the Coalinga Police K-9 Foundation and the Coalinga Police Department.

3. West Hills College Class of 2021 Athletic Hall of Fame Inductees

Mayor Pro-Tem Singleton presented Certificates of Recognition to the West Hills College Class of 2021 Athletic Hall of Fame Inductees.

4. Certificate of Recognition – Coalinga Elks Lodge Sponsorship of the In-Person Drug Awareness Prevention Program

Mayor Pro-Tem Singleton presented the Certificate of Recognition to the Coalinga Elks Lodge No. 1613 for their sponsorship of the In-Person Drug Awareness Prevention Program

5. Introduction of Code Enforcement Officer Julio Chavez

City Manager Marissa Trejo introduced Code Enforcement Officer Julio Chavez.

6. Police Department's Introduction of New Police Technicians Daniel Saucedo, Anna Vasquez, Charlene Vella and Marissa Simon

Chief of Police Darren Blevins introduced new Police Technicians Daniel Saucedo, Anna Vasquez, Charlene Vella and Marissa Simon.

7. Swearing In of Police Officer Damien Sparks

Chief of Police Darren Blevins sworn in Police Officer Damien Sparks.

8. Life Saving Commendation for Paramedic Dayne Kosmosky and Paramedic May Aung

Item No. 2.8 was postponed until recipients Paramedic Dayne Kosmosky and Paramedic May Aung were able to attend.

9. Letter of Commendation for K9 Officer Francisco Ybarra

Chief of Police Darren Blevins presented a Letter of Commendation to K9 Officer Francisco Ybarra. Officer Ybarra is one of the most highly producing Officers in the Department and is being commended for his dedication to the community, to the safety of this town and this agency.

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Nathan Vosburg spoke in opposition of raising cannabis related fees. (Item No. 4.1)

Nathan Vosburg spoke in favor of refunding the General Fund for the interfund loan from the Natural Gas Fund. (Item No. 5.6)

Nathan Vosburg spoke in favor of reducing outside watering to one day per week. (Item No. 6.3)

Nathan Vosburg spoke in favor of a rate increase for natural gas, however he spoke against the urgency of the rate increase. (Item No. 6.4)

Nathan Vosburg spoke in favor of postponing Closed Session Item No. 9.2 for lack of a quorum.

4. PUBLIC HEARINGS

1. Adopt Resolution No. 4043 Establishing New Fees for Cannabis Operations and Accepting the Cannabis Fee Study Report
Jasmin Bains, Financial Services Director and Sean Brewer, Assistant City Manager

Financial Services Director Jasmin Bains gave a brief overview of the item.

Assistant City Manager Sean Brewer stated that the City Attorney confirmed the City Council does in fact have the ability to offer a cannabis fee subsidy.

Mayor Pro-Tem Singleton opened the Public Hearing for comments, seeing none, Mayor Pro-Tem Singleton closed the Public Hearing.

*Motion by Adkisson, Second by Ramirez to Adopt Resolution No. 4043 Approving the Establishment of New Fees for Cannabis Operations and Accepting the Cannabis Fee Study. Employee Permit – Background and Livescan shall be Discounted to \$200.00 for Coalinga Residents or a City of Coalinga Address. Motion **Approved** by Roll-Call 3/0 Majority Vote. (Ramsey and Horn – Absent)*

5. CONSENT CALENDAR

1. Approve MINUTES – October 21, 2021
2. Check Register: 09-01-2021 – 9-30-2021
3. Information Only: Quarterly Budget Report for Quarter Ending September 30, 2021
4. Adopt Resolution No. 4050 Authorizing and Directing Execution of a Master Equipment Lease Purchase Agreement in Connection with the Financing of a Fire Apparatus and Directing Certain Actions with Respect thereto.

City Manager Marissa Trejo pulled Consent Calendar Item No. 5.4.

Mrs. Trejo stated the City Council was emailed a Power Point Presentation to review prior to the meeting and requested the item be voted on separately from the rest of the Consent Calendar items.

*Motion by Adkisson, Second by Ramirez to Adopt Resolution No. 4050 Authorizing and Directing Execution of a Master Equipment Lease Purchase Agreement in Connection with the Financing of a Fire Apparatus and Directing Certain Actions with Respect thereto. Motion **Approved** by Roll-Call 3/0 Majority Vote. (Ramsey and Horn – Absent)*

5. Authorize Assistant City Manager to Execute a Task Order with Blais and Associates to Provide Grant Writing Services for SWR Urban Multi-benefit Drought Relief Grant Program and Further Adopt Resolution No. 4052 Authorizing the Grant Application, Acceptance and Execution for the Derrick Reservoir Rehabilitation Project
6. Adopt Resolution No. 4049 Authorizing a Transfer from the General Fund to the Police Impact Fees Fund and Fire Impact Fees Fund to Repay the Interfund Loan from the Natural Gas Fund

7. Approval of a Beer and Wine Off-Sale Business License, through the Department of Alcoholic Beverage Control (ABC) within Census Tract 80 in the City of Coalinga for the Tropicana Market located at 555 E. Elm Ave
8. Approval of a Task Order with MKN to Provide Engineering Design Services for the Derrick Reservoir Rehabilitation Project
9. Notice of Completion for Forest/Truman & Baker Reconstruction Project. Project No. PW 19-003
10. Authorize and Approve Contracts for CY 2021 Intergovernmental Transfer Program Participation
11. Notice of Completion for the Phelps Avenue Improvements
12. Adopt Resolution No. 4051 Approving the Submission of Application(s) for Per Capita Grant Funds through the CA State Department of Parks and Recreation
13. Direct Staff to Authorize Goldsmith Construction to Excavate and Re-Build Basin Berms at the Wastewater Treatment Plant Radio Field and Allocate the Necessary Funds in the Wastewater Plant Budget for Fiscal Year 2022
14. Authorize Purchase of Four (4) Runway End Identification Light REIL Unidirectional Lights
15. Authorize City Manager to Execute a Professional Services Agreement with JR Janitorial for Janitorial Services
16. Fire Department Quarterly Report
17. Public Works, Utilities & Community Development Monthly Report for September 2021

*Motion by Ramirez, Second by Adkisson to Approve Consent Calendar Item Nos. 5.1 through 5.3 and 5.5 through 5.17. Motion **Approved** by Roll-Call 3/0 Majority Vote. (Ramsey and Horn – Absent)*

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action regarding Electricity Capacity Downtown
Marissa Trejo, City Manager

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

Consensus of the Council is for an agenda item to be brought back, with cost estimates, for Council's consideration at the next Council Meeting.

2. Discussion, Direction and Potential Action regarding Forgiving and Refunding Drought Charges
Marissa Trejo, City Manager

City Manager Marissa Trejo gave a brief overview of the item, stating this is a Future Agenda Item by Councilman Adkisson.

Mary Jones spoke in favor of reimbursement process for larger, disadvantaged families.

Vanessa Huttenlocker spoke in opposition of drought charge fees.

Scott Netherton spoke in favor of offering a 15% reimbursement for all water customers and suggested the reimbursement funds come from the fees collected from the drought charge.

Roger Tiffin stated he was not opposed to refunding the drought charge fees, but was concerned about how to address those who don't conserve at all in the future.

Consensus of the Council is to refund the drought charges.

City Attorney Mario Zamora stated that the drought charge fees were originally adopted by resolution, any change would also require adoption by resolution. Therefore, a resolution shall be brought back for Council's consideration.

3. Discussion, Direction and Potential Action regarding Reducing Outside Watering to One Day per Week

Marissa Trejo, City Manager

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

Consensus of the Council is to bring back resolution options.

4. Natural Gas Rate Study and Discussion of Proposed Rate Increase

Dan Bergmann, IGS Services

Dan Bergman of IGS Services gave a brief overview of the item.

Financial Services Director Jasmin Bains stated, if approved, the revised rates shall be effective with the meter reading cycle beginning in November 2021 and ending in December 2021, such that the new rates will be applied to billing statements issued at the end of December 2021 and due by January 25, 2022.

*Motion by Ramirez, Second by Adkisson to Adopt Resolution No. 4048 Approving the Increase of Natural Gas Rates to Support the City's Natural Gas Enterprise Fund. Motion **Approved** by Roll-Call 3/0 Majority Vote. (Ramsey and Horn – Absent)*

7. ANNOUNCEMENTS

City Manager's Announcements:

City Manager Marissa Trejo reminded the community of Mid Valley Disposal's Fall Community Clean-Up event to be held on Saturday, November 13, 2021 between 6am and 2pm.

Mrs. Trejo thanked Pleasant Valley State Prison for funding The Lisa Project, an exhibit on child abuse awareness, to be located in our community from October 14th through the 20th.

Mrs. Trejo announced that the City's Christmas Gift Giveaway Program is underway, with 189 children registered for this year. The City is in need of wrapping paper and gift bag donations. Anyone interested in donating may drop their items off at City Hall.

Council Member's Announcements:

Councilman Adkisson announced the hosting of a Town Hall style meeting with Chris Mathys to be held in the Council Chambers next Friday at 6:00pm. Chris Mathys is running for Congress against David Valadao. Councilman Adkisson is also trying to schedule time David Valadao and Nicole Parra to attend at another date.

Councilman Ramirez recognized the departments of Public Works, Fire and Police for assisting the community through our first rainstorm. They were prepared and kept the community safe.

Councilman Ramirez thanked the Fire Department responding to the two recent fires.

Mayor's Announcements:

Mayor Pro-Tem asked for prayers for Mayor Ron Ramsey and hopes he is doing well.

8. FUTURE AGENDA ITEMS

None

9. CLOSED SESSION

None

10. CLOSED SESSION REPORT

None

11. ADJOURNMENT 8:01 PM

Ron Ramsey, Mayor

Shannon Jensen, City Clerk

December 2, 2021

Date

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

Subject: Check Register: 10/01/2021 - 10/31/2021
Meeting Date: December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Vivian Saucedo, Financial Services Supervisor

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
☐ Check_Register_Cover_Sheet_for_Council-10-2021.pdf	Check Register Cover Sheet - October 2021
☐ Expense_Approval_Rpt-10-2021.pdf	Check Register - October 2021



CITY OF COALINGA

The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF
December 2, 2021

EXPENSES: 10/1/2021 through 10/31/2021

ACCOUNTS PAYABLE:

Month Ending: 10/31/2021 Registers: # 66980 - #67225 \$ **1,837,903.56**

PAYROLL:

Pay Period Ending:	9/26/2021	Payroll Check # 18449-18455	\$ 5,883.88
Pay Date:	10/1/2021	Direct Deposit	\$ 193,783.22
Payroll Total:			\$ 199,667.10

Pay Period Ending:	10/10/2021	Payroll Check # 18457-18466	\$ 9,799.69
Pay Date:	10/15/2021	Direct Deposit	\$ 167,901.00
Cash Outs/Separations:	10/15/2021	Payroll Check # 18467-18468	\$ 5,780.83
Payroll Total:			\$ 183,481.52

Pay Period Ending:	10/24/2021	Payroll Check # 18469-18475	\$ 7,594.53
Pay Date:	10/29/2021	Direct Deposit	\$ 167,673.91
Payroll Total:			\$ 175,268.44

TOTAL CHECK REGISTERS THROUGH: 10/31/2021 \$ 2,396,320.62



Coalinga, CA

Expense Approval Report

By Payment Number

Payment Dates 10/1/2021 - 10/31/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
66980	10/4/2021 0003207	1176 Unreimbursed Medical	CB&T COLUMBUS BANK & TRUST	950-000-34500	399.95 399.95
66981	10/4/2021 0003193	1205 CECA Dues	City Employee Contrib. Assoc.	950-000-33000	80.00 80.00
66982	10/4/2021 0003195 0003200	1223 Fire Union Dues Fire Union Dues	COALINGA FIREFIGHTERS	950-000-33300 950-000-33300	980.00 900.00 80.00
66983	10/4/2021 0003198 0003201 0003202	1228 Mastagni Law Firm CPOA Dues PORAC Dues	COALINGA PEACE OFFICER'S ASSOCIATION	950-000-33200 950-000-33200 950-000-33200	959.04 315.00 315.00 329.04
66984	10/4/2021 0003194	1331 EDD Overpayment	Employment Development Dept.	950-000-34050	373.32 373.32
66985	10/4/2021 0003196	1384 FTB Sacramento	FRANCHISE TAX BOARD	950-000-34010	225.00 225.00
66986	10/4/2021 0003187 0003188 0003189	1487 457 ICMA EE\$ / ER% 457 ICMA \$\$ Gen 457 ICMA % General	ICMA 457 RETIREMENT TRUST	950-000-32100 950-000-32100 950-000-32100	8,941.39 1,147.54 310.00 7,483.85
66987	10/4/2021 0003197	1586 Pre-Paid Legal Shield	LEGAL SHIELD	950-000-34060	78.25 78.25
66988	10/4/2021 0003199	02043 New York Life	New York Life Insurance	950-000-32400	535.01 535.01
66989	10/4/2021 0003203 0003204	1820 SEIU COPE SEIU Dues	SEIU Local 521 - Dues W/H	950-000-33000 950-000-33000	548.16 20.00 528.16
66990	10/4/2021 0003220	02539 metlife insurance payment 10/1/2021	Metropolitan Life Insurance Company	950-000-31500	2,606.70 2,606.70
66991	10/7/2021 1LT7-4RK9-N7CL 1LT7-4RK9-N7CL 1LT7-4RK9-N7CL 1LT7-4RK9-N7CL 1LT7-4RK9-N7CL	02388 9/21 FIN Office Supplies 9/21 FIN Office Supplies 9/21 FIN Office Supplies 9/21 FIN Office Supplies 9/21 FIN Office Supplies	Amazon Capital Services, Inc.	101-406-70010 501-406-70010 502-406-70010 503-406-70010 504-406-70010	371.98 11.16 148.79 130.19 74.40 7.44
66992	10/7/2021 18135 18135 18135 18135 18135 18135 18135 18135 18135 18135 18135	02386 9/21 ADMIN IT Monthly Contract - Tripp Lite T1 9/21 CD IT Monthly Contract - Tripp Lite T1 9/21 ADMIN IT Monthly Contract - Tripp Lite T1 9/21 FIN IT Monthly Contract - Tripp Lite T1 9/21 HR IT Monthly Contract - Tripp Lite T1 9/21 PD IT Monthly Contract - Tripp Lite T1 9/21 FD IT Monthly Contract - Tripp Lite T1 9/21 PW IT Monthly Contract - Tripp Lite T1 9/21 HR IT Monthly Contract - Tripp Lite T1 9/21 HR IT Monthly Contract - Tripp Lite T1	American Office Solutions, LLC	101-401-88040 101-404-88040 101-405-88040 101-406-88040 101-408-88040 101-413-88040 101-416-88040 107-422-88040 107-422-88040 117-416-88040	4,290.39 0.86 2.21 0.86 0.14 0.87 14.21 3.71 0.92 0.03 0.21

Expense Approval Report

Payment Dates: 10/1/2021 - 10/31/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	18135	9/21 FIN IT Monthly Contract - Tripp Lite T1		501-406-88040	1.88
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		501-406-88040	0.07
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		501-503-88040	0.10
	18135	9/21 PW IT Monthly Contract - Tripp Lite T1		501-503-88040	1.38
	18135	9/21 PW IT Monthly Contract - Tripp Lite T1		501-508-88040	0.92
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		501-508-88040	0.12
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		502-406-88040	0.07
	18135	9/21 FIN IT Monthly Contract - Tripp Lite T1		502-406-88040	1.65
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		502-510-88040	0.12
	18135	9/21 PW IT Monthly Contract - Tripp Lite T1		502-510-88040	2.30
	18135	9/21 FIN IT Monthly Contract - Tripp Lite T1		503-406-88040	0.94
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		503-406-88040	0.03
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		503-520-88040	0.05
	18135	9/21 PW IT Monthly Contract - Tripp Lite T1		503-520-88040	1.84
	18135	9/21 PW IT Monthly Contract - Tripp Lite T1		503-521-88040	1.84
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		503-521-88040	0.02
	18135	9/21 FIN IT Monthly Contract - Tripp Lite T1		504-406-88040	0.09
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		504-406-88040	0.01
	18135	9/21 HR IT Monthly Contract - Tripp Lite T1		820-610-88040	0.02
	18141	11/21 ADMIN IT Monthly Contract		101-401-88040	55.77
	18141	11/21 CD IT Monthly Contract		101-404-88040	71.37
	18141	11/21 ADMIN IT Monthly Contract		101-405-88040	55.77
	18141	11/21 FIN IT Monthly Contract		101-406-88040	12.47
	18141	11/21 HR IT Monthly Contract		101-408-88040	36.39
	18141	11/21 PD IT Monthly Contract		101-413-88040	1,722.19
	18141	11/21 FD IT Monthly Contract		101-416-88040	466.77
	18141	11/21 PW IT Monthly Contract		107-422-88040	74.12
	18141	11/21 HR IT Monthly Contract		107-422-88040	1.43
	18141	11/21 HR IT Monthly Contract		117-416-88040	8.56
	18141	11/21 FIN IT Monthly Contract		501-406-88040	166.24
	18141	11/21 HR IT Monthly Contract		501-406-88040	2.85
	18141	11/21 HR IT Monthly Contract		501-503-88040	4.28
	18141	11/21 PW IT Monthly Contract		501-503-88040	111.18
	18141	11/21 HR IT Monthly Contract		501-508-88040	4.99
	18141	11/21 PW IT Monthly Contract		501-508-88040	74.12
	18141	11/21 HR IT Monthly Contract		502-406-88040	2.85
	18141	11/21 FIN IT Monthly Contract		502-406-88040	145.46
	18141	11/21 PW IT Monthly Contract		502-510-88040	185.30
	18141	11/21 HR IT Monthly Contract		502-510-88040	4.99
	18141	11/21 FIN IT Monthly Contract		503-406-88040	83.12
	18141	11/21 HR IT Monthly Contract		503-406-88040	1.07
	18141	11/21 HR IT Monthly Contract		503-520-88040	2.14
	18141	11/21 PW IT Monthly Contract		503-520-88040	148.24
	18141	11/21 HR IT Monthly Contract		503-521-88040	0.71
	18141	11/21 PW IT Monthly Contract		503-521-88040	148.24
	18141	11/21 FIN IT Monthly Contract		504-406-88040	8.31
	18141	11/21 HR IT Monthly Contract		504-406-88040	0.36
	18141	11/21 HR IT Monthly Contract		820-610-88040	0.71
	18164	11/21 ADMIN IT Monthly Contract - Backup		101-401-88040	28.81
	18164	11/21 CD IT Monthly Contract - Backup		101-404-88040	38.41
	18164	11/21 ADMIN IT Monthly Contract - Backup		101-405-88040	28.81
	18164	11/21 FIN IT Monthly Contract - Backup		101-406-88040	5.18
	18164	11/21 HR IT Monthly Contract - Backup		101-408-88040	19.59
	18164	11/21 HR IT Monthly Contract - Backup		107-422-88040	0.77
	18164	11/21 PW IT Monthly Contract - Backup		107-422-88040	34.57
	18164	11/21 HR IT Monthly Contract - Backup		117-416-88040	4.61
	18164	11/21 HR IT Monthly Contract - Backup		501-406-88040	1.54
	18164	11/21 FIN IT Monthly Contract - Backup		501-406-88040	69.13
	18164	11/21 PW IT Monthly Contract - Backup		501-503-88040	51.85

Expense Approval Report

Payment Dates: 10/1/2021 - 10/31/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	18164	11/21 HR IT Monthly Contract - Backup		501-503-88040	2.30
	18164	11/21 HR IT Monthly Contract - Backup		501-508-88040	2.69
	18164	11/21 PW IT Monthly Contract - Backup		501-508-88040	34.57
	18164	11/21 FIN IT Monthly Contract - Backup		502-406-88040	60.49
	18164	11/21 HR IT Monthly Contract - Backup		502-406-88040	1.54
	18164	11/21 HR IT Monthly Contract - Backup		502-510-88040	2.69
	18164	11/21 PW IT Monthly Contract - Backup		502-510-88040	86.42
	18164	11/21 FIN IT Monthly Contract - Backup		503-406-88040	34.57
	18164	11/21 HR IT Monthly Contract - Backup		503-406-88040	0.58
	18164	11/21 HR IT Monthly Contract - Backup		503-520-88040	1.15
	18164	11/21 PW IT Monthly Contract - Backup		503-520-88040	69.13
	18164	11/21 PW IT Monthly Contract - Backup		503-521-88040	69.11
	18164	11/21 HR IT Monthly Contract - Backup		503-521-88040	0.38
	18164	11/21 FIN IT Monthly Contract - Backup		504-406-88040	3.46
	18164	11/21 HR IT Monthly Contract - Backup		504-406-88040	0.19
	18164	11/21 HR IT Monthly Contract - Backup		820-610-88040	0.38
66998	10/7/2021	1068	Aramark		959.07
	503000375112	9/21 SVC Employee Uniforms & First Aid Kits W9/15		101-431-70100	14.11
	503000375112	9/21 PW Employee Uniforms & First Aid Kits W9/15		107-422-70100	43.70
	503000375112	9/21 WP Employee Uniforms & First Aid Kits W9/15		501-503-70100	40.30
	503000375112	9/21 PW Employee Uniforms & First Aid Kits W9/15		501-508-70100	43.70
	503000375112	9/21 PW Employee Uniforms & First Aid Kits W9/15		502-510-70100	43.70
	503000375112	9/21 WWP Employee Uniforms & First Aid Kits W9/1		503-520-70100	40.29
	503000375112	9/21 PW Employee Uniforms & First Aid Kits W9/15		503-521-70100	43.69
	503000375112	9/21 PW Employee Uniforms & First Aid Kits W9/15		503-521-70440	16.34
	503000375112	9/21 SS Employee Uniforms & First Aid Kits W9/15		504-535-70100	14.52
	503000379725	9/21 BLDG Employee Uniforms (Coveralls&Mats) W9		101-432-84030	13.50
	503000379725	9/21 PW Employee Uniforms (Coveralls & Mats) W9/		502-510-70100	54.00
	503000379732	9/21 SVC Employee Uniforms & First Aid Kits W9/22		101-431-70100	14.11
	503000379732	9/21 PW Employee Uniforms & First Aid Kits W9/22		107-422-70100	38.12
	503000379732	9/21 WP Employee Uniforms & First Aid Kits W9/22		501-503-70100	40.80
	503000379732	9/21 PW Employee Uniforms & First Aid Kits W9/22		501-508-70100	38.12
	503000379732	9/21 PW Employee Uniforms & First Aid Kits W9/22		502-510-70100	38.12
	503000379732	9/21 WWP Employee Uniforms & First Aid Kits W9/2		503-520-70100	40.79
	503000379732	9/21 PW Employee Uniforms & First Aid Kits W9/22		503-521-70100	38.12
	503000379732	9/21 PW Employee Uniforms & First Aid Kits W9/22		503-521-70440	16.34
	503000379732	9/21 SS Employee Uniforms & First Aid Kits W9/22		504-535-70100	14.52
	503000379737	9/21 PD Jail Blankets Cleaning Service W9/22		101-413-70380	244.68
	503000384216	9/21 BLDG Employee Uniforms (Coveralls&Mats) W9		101-432-84030	13.50
	503000384216	9/21 PW Employee Uniforms (Coveralls & Mats) W9/		502-510-70100	54.00
67000	10/7/2021	1106	Best Uniforms		1,004.24
	42805	9/21 PD Duty Belt - B. Kaiser		101-413-70101	587.17
	42829	9/21 PD Duty Belt - D. Sparks		101-413-70101	391.08
	42830	9/21 PD Duty Belt - D. Sparks		101-413-70101	25.99
67001	10/7/2021	02542	Black Water Consulting Engineers, Inc.		14,444.25
	4684	8/21 WP Oil King Booster Station (Reimbursable)		501-503-88100	135.00
	4689	9/21 WP Coalinga 2020 UWMP		501-503-88100	221.50
	4693	9/21 WP Engineering Technical Report		501-503-98441	14,087.75
67002	10/7/2021	1141	California Building Standards Commission		45.90
	0003225	10/21 BLDG Standards Reports 1st Qrt (7/1-9/30/21)		101-000-10500	51.00
	0003225	10/21 Less 10% Retainer		101-400-48200	-5.10
67003	10/7/2021	1142	California Business Machines		490.42
	280038	8/21 Copier Maint. Agreement COUNCIL		101-401-84010	55.73
	280038	8/21 Copier Maint. Agreement CD		101-404-84010	35.26
	280038	8/21 Copier Maint. Agreement PW		101-404-84010	4.20
	280038	8/21 Copier Maint. Agreement CITY MGR		101-405-84010	123.09

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	280038	8/21 Copier Maint. Agreement FINANCE		101-406-84010	2.81
	280038	8/21 Copier Maint. Agreement HR		101-408-84010	17.92
	280038	8/21 Copier Maint. Agreement PD		101-413-84010	2.51
	280038	8/21 Copier Maint. Agreement PD		101-413-84010	69.78
	280038	8/21 Copier Maint. Agreement FD		101-416-84010	21.40
	280038	8/21 Copier Maint. Agreement PW		107-422-84010	10.50
	280038	8/21 Copier Maint. Agreement HR		107-422-84010	0.70
	280038	8/21 Copier Maint. Agreement HR		117-416-84010	4.22
	280038	8/21 Copier Maint. Agreement FINANCE		501-406-84010	37.43
	280038	8/21 Copier Maint. Agreement HR		501-406-84010	1.38
	280038	8/21 Copier Maint. Agreement HR		501-503-84010	2.11
	280038	8/21 Copier Maint. Agreement WP		501-503-84010	10.85
	280038	8/21 Copier Maint. Agreement PW		501-508-84010	2.10
	280038	8/21 Copier Maint. Agreement HR		501-508-84010	2.46
	280038	8/21 Copier Maint. Agreement FINANCE		502-406-84010	32.75
	280038	8/21 Copier Maint. Agreement HR		502-406-84010	1.41
	280038	8/21 Copier Maint. Agreement PW		502-510-84010	8.40
	280038	8/21 Copier Maint. Agreement HR		502-510-84010	2.46
	280038	8/21 Copier Maint. Agreement FINANCE		503-406-84010	18.71
	280038	8/21 Copier Maint. Agreement HR		503-406-84010	0.53
	280038	8/21 Copier Maint. Agreement PW		503-520-84010	10.50
	280038	8/21 Copier Maint. Agreement HR		503-520-84010	1.05
	280038	8/21 Copier Maint. Agreement WWP		503-520-84010	1.11
	280038	8/21 Copier Maint. Agreement HR		503-521-84010	0.35
	280038	8/21 Copier Maint. Agreement PW		503-521-84010	6.30
	280038	8/21 Copier Maint. Agreement HR		504-406-84010	0.18
	280038	8/21 Copier Maint. Agreement FINANCE		504-406-84010	1.87
	280038	8/21 Copier Maint. Agreement HR		820-610-84010	0.35
67006	10/7/2021	02548	Caltrol, Inc.		4,042.38
	CD99135121	9/21 WP Installation of Actuators		501-503-98441	4,042.38
67007	10/7/2021	1202	CIT		1,139.85
	38567325	10/21 Avaya COUNCIL		101-401-72030	25.04
	38567325	10/21 Avaya Com Dev		101-404-72030	75.15
	38567325	10/21 Avaya City Mgr		101-405-72030	75.15
	38567325	10/21 Avaya Finance		101-406-72030	5.97
	38567325	10/21 Avaya HR		101-408-72030	38.33
	38567325	10/21 Avaya Police		101-413-72030	288.09
	38567325	10/21 Avaya Animal Control		101-415-72030	25.05
	38567325	10/21 Avaya Fire Dept		101-416-72030	300.67
	38567325	10/21 Avaya HR		107-422-72030	1.50
	38567325	10/21 Avaya HR		117-416-72030	9.02
	38567325	10/21 Avaya Finance		501-406-72030	80.17
	38567325	10/21 Avaya HR		501-406-72030	3.01
	38567325	10/21 Avaya PW		501-503-72030	14.28
	38567325	10/21 Avaya HR		501-503-72030	4.51
	38567325	10/21 Avaya PW		501-508-72030	14.28
	38567325	10/21 Avaya HR		501-508-72030	5.26
	38567325	10/21 Avaya HR		502-406-72030	3.01
	38567325	10/21 Avaya Finance		502-406-72030	70.14
	38567325	10/21 Avaya PW		502-510-72030	14.28
	38567325	10/21 Avaya HR		502-510-72030	5.26
	38567325	10/21 Avaya HR		503-406-72030	1.13
	38567325	10/21 Avaya Finance		503-406-72030	40.07
	38567325	10/21 Avaya PW		503-520-72030	14.28
	38567325	10/21 Avaya HR		503-521-72030	0.75
	38567325	10/21 Avaya PW		503-521-72030	14.28
	38567325	10/21 Avaya Finance		504-406-72030	4.01
	38567325	10/21 Avaya HR		504-406-72030	0.38

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	38567325	10/21 Avaya PW		504-535-72030	3.78
	38567325	10/21 Avaya HR		820-610-72030	0.75
	38567325	10/21 Avaya HR		820-610-72030	2.25
67009	10/7/2021	1207	City of Coalinga		15,288.92
	0003213	90-11379-001 Animal House-Fresno/Coalinga Rd		101-413-72010	46.50
	0003213	70-08484-001 302 W Elm-Firehouse		101-416-72010	1,016.86
	0003213	70-08562-001 155 W Durian-Landscaping		101-432-72010	171.17
	0003213	70-08559-001 160 W Elm-Annex		101-432-72010	54.69
	0003213	70-08563-002 155 W Durian-Bldg		101-432-72010	984.70
	0003213	70-08558-001 160 W Elm-Old City Hall		101-432-72010	14.59
	0003213	90-11993-001 Airport-Median 3		101-435-72010	112.89
	0003213	90-11991-001 Airport-Median 1		101-435-72010	39.50
	0003213	90-11994-001 Airport-Median 4		101-435-72010	39.50
	0003213	90-10891-001 27500 W Phelps-AP Spencer House		101-435-72010	79.00
	0003213	90-11992-001 Airport-Median 2		101-435-72010	46.17
	0003213	90-10892-002 Coalinga AP Res		101-435-72010	68.88
	0003213	90-10883-001 27500 W Phelps-AP Access Road		101-435-72010	39.50
	0003213	70-08445-001 6th/Elm-Parking		101-440-72011	59.75
	0003213	82-10406-001 E Polk/Warthan Crk Lot		101-440-72011	83.90
	0003213	70-08679-001 Sunset/6th-Ventera		101-440-72011	111.19
	0003213	45-11979-001 Centennial Park Landscaping		101-440-72011	1,415.76
	0003213	44-11880-001 Centennial Park		101-440-72011	1,262.27
	0003213	71-08739-001 200 E Pacific		101-440-72011	820.56
	0003213	71-11970-001 Forest/Pacific		101-440-72011	100.95
	0003213	51-04490-001 E Aport/Elm Lots		101-440-72011	27.62
	0003213	84-11980-001 Jayne Ave Landscaping		101-440-72011	27.62
	0003213	42-11981-001 W Gale & Hwy 198		101-440-72011	37.85
	0003213	51-04491-001 E Elm Trees		101-440-72011	29.33
	0003213	01-11879-001 Plaza Park		101-440-72011	99.25
	0003213	84-12000-001 Sandalwood Park 3		101-440-72011	1,977.36
	0003213	70-11988-001 Elm/6th Landscaping		107-422-72010	37.85
	0003213	22-08117-001 Hayes Lot		107-422-72010	141.13
	0003213	52-11631-001 Cherry Ln-Median 1		107-422-72010	29.33
	0003213	52-11634-001 Cherry Ln-Median 4		107-422-72010	29.33
	0003213	84-10692-001 Juniper Rdg/Jayne		107-422-72010	32.13
	0003213	22-08436-001 Forest/First Lot		107-422-72010	27.62
	0003213	45-04295-002 Phelps/La Cuesta		107-422-72010	483.92
	0003213	41-03184-001 W Joaquin/Wash Lot		107-422-72010	418.08
	0003213	44-04178-001 San Simeon/Posa Chanet		107-422-72010	113.84
	0003213	42-03294-001 Sunset/Fifth Lot		107-422-72010	27.62
	0003213	51-12025-001 E Elm/Van Ness Trees		107-422-72010	27.62
	0003213	62-08395-001 Forest/Second St		107-422-72010	27.62
	0003213	70-11963-001 Cedar/Fifth Clock		107-422-72010	27.62
	0003213	22-11239-001 Creek Side Lot		107-422-72010	27.62
	0003213	82-11910-001 Hwy 198/Lucille-Landscaping		107-422-72010	27.62
	0003213	61-06870-001 Lynch Park-Triangle		107-422-72010	175.99
	0003213	32-01424-001 Hillview/Monterey		107-422-72010	97.54
	0003213	01-11987-001 Elm/4th Landscaping 2		107-422-72010	41.26
	0003213	70-11990-001 Elm/6th Landscaping 2		107-422-72010	48.09
	0003213	70-08463-001 290 W Elm-Museum		107-422-72010	66.75
	0003213	84-11908-001 Copper/Canyon-Landscaping		107-422-72010	82.19
	0003213	42-03438-001 Van Ness/Ash St. Lot		107-422-72010	92.43
	0003213	45-04297-002 Posa Chanet Blvd		107-422-72010	305.61
	0003213	01-00006-001 200 E Elm-Trees		107-422-72010	27.62
	0003213	41-03193-001 Princeton/Wash Lot		107-422-72010	56.61
	0003213	52-11632-001 Cherry Ln-Median 2		107-422-72010	36.15
	0003213	82-10397-001 1075 W Elm/Pacific/Lucille		107-422-72010	110.43
	0003213	52-11633-001 Cherry Ln-Median 3		107-422-72010	34.44
	0003213	41-03130-001 Monterey/Monroe		107-422-72010	581.80

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0003213	84-10691-003	Juniper/Jayne	107-422-72010	577.11
	0003213	52-06069-001	Van Ness/Second St Lot	107-422-72010	34.44
	0003213	01-11986-001	Elm/4th Landscaping	107-422-72010	27.62
	0003213	84-10693-001	Juniper Rdg/Jayne	107-422-72010	507.19
	0003213	51-04426-001	Baker/Rotary Lot	107-422-72010	32.74
	0003213	84-10736-001	Sandalwood/Longhollow	107-422-72010	33.84
	0003213	82-11346-001	Waste Water Plant	503-520-72010	1,910.34
	0003213	82-10306-001	Meter Shop	503-521-72010	37.85
	0003213	82-10304-001	Service Yard	503-521-72010	124.57
67014	10/7/2021	1298	Division of Administrative Services		843.85
	0003226	10/21 SMIP Report 1st Qtr (7/1-9/30/21)		101-000-10400	888.26
	0003226	10/21 Less 5% Withheld		101-400-48200	-44.41
67015	10/7/2021	02289	Elecsys International, LLC		130.00
	SIP-E141750	9/21 PW Rectifier Data for September 2021		502-510-72030	130.00
67016	10/7/2021	1355	Farwest Corrosion		4,126.49
	0021947-IN	9/21 PW Annual CP Survey		502-510-88100	4,126.49
67017	10/7/2021	1360	FedEx		100.91
	7-510-91795	9/21 PD Postage & Shipping		101-413-70030	49.34
	7-519-22510	9/21 FIN Overnight Fees		501-406-70030	20.63
	7-519-22510	9/21 FIN Overnight Fees		502-406-70030	18.05
	7-519-22510	9/21 FIN Overnight Fees		503-406-70030	11.86
	7-519-22510	9/21 FIN Overnight Fees		504-406-70030	1.03
67018	10/7/2021	1403	Fresno County EDC		6,000.00
	9186	10/21 ADMIN EDC Membership Fees - FY 21/22		101-405-86030	6,000.00
67019	10/7/2021	02379	Geotab USA, Inc.		98.75
	IN286210	9/21 PW GPS Sweepers & ATV's		101-440-88100	59.25
	IN286210	9/21 PW GPS Sweepers & ATV's		504-535-88100	39.50
67020	10/7/2021	02192	Gimme Love Animal Shelter		1,800.00
	414	9/21 AC Shelter Service for September 2021		101-415-88100	1,800.00
67021	10/7/2021	1445	Grainger		1,443.08
	9063031752	9/21 WP Hand Rails		501-503-70140	1,281.83
	9063079876	9/21 WP Tower Light		501-503-70140	161.25
67022	10/7/2021	1446	Granite Construction Company		1,725.00
	2101914	9/21 PW Sand, Base & Cold Mix		501-508-70130	575.00
	2101914	9/21 PW Sand, Base & Cold Mix		502-510-70130	575.00
	2101914	9/21 PW Sand, Base & Cold Mix		503-521-70130	575.00
67023	10/7/2021	1561	Kings County Glass		290.15
	1073469	9/21 PD New Window for Unit #235		101-413-84060	290.15
67024	10/7/2021	1583	Leaf		1,033.06
	12285687	9/21 CC Copier Lease		101-401-84010	32.62
	12285687	9/21 CD Copier Lease		101-404-84010	32.62
	12285687	9/21 CM Copier Lease		101-405-84010	32.62
	12285687	9/21 FIN Copier Lease		101-406-84010	6.31
	12285687	9/21 HR Copier Lease		101-408-84010	80.97
	12285687	9/21 HR Copier Lease		101-408-84010	32.62
	12285687	9/21 PD Copier Lease		101-413-84010	296.90
	12285687	9/21 FD Copier Lease		101-416-84010	138.94
	12285687	9/21 HR Copier Lease		107-422-84010	3.17
	12285687	9/21 HR Copier Lease		117-416-84010	19.07
	12285687	9/21 HR Copier Lease		501-406-84010	6.35
	12285687	9/21 FIN Copier Lease		501-406-84010	84.12
	12285687	9/21 WP Copier Lease		501-503-84010	32.59

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	12285687	9/21 HR Copier Lease		501-503-84010	9.52
	12285687	9/21 HR Copier Lease		501-508-84010	11.11
	12285687	9/21 FIN Copier Lease		502-406-84010	73.61
	12285687	9/21 HR Copier Lease		502-406-84010	6.35
	12285687	9/21 PW Copier Lease		502-510-84010	32.59
	12285687	9/21 HR Copier Lease		502-510-84010	11.11
	12285687	9/21 HR Copier Lease		503-406-84010	2.38
	12285687	9/21 FIN Copier Lease		503-406-84010	42.06
	12285687	9/21 HR Copier Lease		503-520-84010	4.76
	12285687	9/21 WWP Copier Lease		503-520-84010	32.59
	12285687	9/21 HR Copier Lease		503-521-84010	1.59
	12285687	9/21 FIN Copier Lease		504-406-84010	4.21
	12285687	9/21 HR Copier Lease		504-406-84010	0.69
	12285687	9/21 HR Copier Lease		820-610-84010	1.59
67026	10/7/2021	02329	Michael K. Nunley & Associates, Inc.		18,014.64
	9660	9/21 PW La Questa Lift Station		503-521-98994	1,823.22
	9668	9/21 WP Coalinga RRA		501-503-88100	81.89
	9669	9/21 WP Watershed Sanitary Survey		501-503-88100	9,533.42
	9670	9/21 WP Coalinga ERP (AWIA)		501-503-88100	844.60
	9725	9/21 WP Coalinga Derrick Reservoir		501-503-98441	3,915.61
	9726	9/21 WP Emergency Disinfection Plan		501-503-88100	653.54
	9758	9/21 WP TTHM Reduction		501-503-98441	1,162.36
67027	10/7/2021	1686	Northern Safety Co., Inc.		293.59
	904543900	9/21 WP Misc Supplies		501-503-70140	293.59
67028	10/7/2021	1695	Office Depot		231.74
	197014035001	9/21 CD Office Supplies		101-404-70010	12.94
	197014035001	9/21 WP Office Supplies		501-503-70010	175.90
	197014035001	9/21 PW Office Supplies		501-508-70010	14.30
	197014035001	9/21 PW Office Supplies		502-510-70010	14.30
	197014035001	9/21 PW Office Supplies		503-521-70010	14.30
67029	10/7/2021	1721	PG&E		82.74
	0003221	9/21 Frame Park Electricity (5120357172-7)		101-440-72011	62.86
	0003224	9/21 PD Camera Dtwm at 5th/Elm (2751740765-9)		101-413-72020	19.88
67030	10/7/2021	1708	PG&E Payment Processing Center		11,498.16
	98050-093021	9/21 PW Gas Transmission - Volumetric		502-510-80020	3,210.98
	98050-093021	9/21 PW Gas Transmission - Reservation		502-510-80020	8,287.18
67031	10/7/2021	1745	Quad Knopf, Inc.		3,000.00
	110589	9/21 PW AGOL Server Licensing 2020-2021		501-508-92090	1,000.00
	110589	9/21 PW AGOL Server Licensing 2020-2021		502-510-92090	1,000.00
	110589	9/21 PW AGOL Server Licensing 2020-2021		503-521-92090	1,000.00
67032	10/7/2021	1771	RMA Geoscience, Inc.		6,725.00
	12713B	8/21 PW Sunset Street Rehabilitation		111-422-98910	1,673.50
	12717B	8/21 PW Polk Street Rehabilitation (5th-Elm)		305-422-98930	145.00
	12847	9/21 PW ATP3 Sidewalk Gap Closure		305-422-98970	4,906.50
67033	10/7/2021	1772	Robert Artherton		8,122.99
	CPD31026	9/21 PD Jail Cell/Adjacent Rooms Floor & Paint		101-413-98040	8,122.99
67034	10/7/2021	1802	San Joaquin Valley Unified		80.00
	325880	10/21 WP Annual Burn Permit Fee		501-503-92090	40.00
	325880	10/21 WWP Annual Burn Permit Fee		503-520-92090	40.00
67035	10/7/2021	1821	Self Help Enterprises		252.00
	COLADM Septembe	9/21 Loan Servicing Fees		815-609-88100	252.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
67036	10/7/2021 53081	1826 8/21 WP Grease for Basin	Shar-Craft, Incorporated	501-503-70140	337.86 337.86
67037	10/7/2021 0003212	1886 9/21 PW Water Distribution 2 Renewal - A. Preciado	SWRCB	501-508-86030	60.00 60.00
67038	10/7/2021 6429362 6429362 6429362 6435352 6435352 6435352 6435352	02523 9/21 CC Envelopes with City Logo - CC 9/21 ADMIN Envelopes with City Logo - Admin 9/21 PW Envelopes w/ City Logo Drought - Larry 9/21 FIN #10 Window Envelopes 9/21 FIN #10 Window Envelopes 9/21 FIN #10 Window Envelopes 9/21 FIN #10 Window Envelopes	Taylor Corporation	101-401-70040 101-405-70040 501-508-70010 501-406-70040 502-406-70040 503-406-70040 504-406-70040	1,327.30 65.41 370.68 209.47 272.69 238.61 156.80 13.64
67039	10/7/2021 287358 CM0000286	1902 9/21 WP Chemical Chlorine 9/21 WP Container Refund	Thatcher Company, Inc.	501-503-70230 501-503-70230	3,367.26 5,367.26 -2,000.00
67040	10/7/2021 44941	1907 9/21 CD Cannabis Fee Study Public Hearing Notice	The Hanford Sentinel	101-404-88180	109.83 109.83
67041	10/7/2021 2837-21 2857-16 2879-09 2880-08 2888-07 2889-03 2906-03	1935 9/21 PW Forest/Truman/Baker Reconstruction - CM 9/21 PW Elm/Cambridge Signalization - CM 9/21 PW Sunset Street Improvements - CM 9/21 PW Polk Street Improvements (5th-Elm) - CM 10/21 PW La Questa Lift Station Rehab 10/21 PW CMAQ NW Multi-Use Trail 1,2,13 &14 9/21 PW ADA Improvements - ATP Cycle3	Tri-City Engineering	305-422-98950 140-422-98881 111-422-98910 305-422-98930 503-521-98994 125-422-88100 305-422-98970	12,683.75 3,327.50 387.50 1,607.50 906.25 1,686.25 350.00 4,418.75
67042	10/7/2021 025-350711 025-350711 025-350711 025-350711 025-350711 025-350711 025-350711	1943 9/21 FIN Fixed Assets 9/21 PW Fixed Assets 9/21 FIN Fixed Assets 9/21 FIN Fixed Assets 9/21 FIN Fixed Assets 9/21 FIN Fixed Assets 9/21 RDA Fixed Assets	Tyler Technologies, Inc.	101-406-88040 107-422-88040 501-406-88040 502-406-88040 503-406-88040 504-406-88040 820-610-88040	260.00 26.00 20.80 65.00 65.00 65.00 13.00 5.20
67043	10/7/2021 INV01157034	02185 10/21 WP Internet Service	Unwired Broadband	501-503-72030	251.99 251.99
67044	10/7/2021 9888781690	1973 9/21 PD MDT Air Card (471865000-00002)	Verizon Wireless Services, LLC	101-413-72030	38.01 38.01
67045	10/7/2021 71799 71799 71800 71801 71801 71801 71801 71801 71801 71801 71802 71802 71805 71805	1993 9/21 CD Fuel for September 2021 9/21 ADMIN Fuel for September 2021 9/21 PD Fuel for September 2021 9/21 PW Fuel for September 2021 9/21 PW Fuel for September 2021 9/21 WP Fuel for September 2021 9/21 PW Fuel for September 2021 9/21 PW Fuel for September 2021 9/21 PW Fuel for September 2021 9/21 PW Fuel for September 2021 9/21 WP Fuel for September 2021 9/21 WWP Fuel for September 2021 9/21 SVC Fuel for September 2021 9/21 SS Fuel for September 2021	West Hills Oil, Inc.	101-404-70160 101-405-70160 101-413-70160 101-440-70160 107-422-70160 501-503-70160 501-508-70160 502-510-70160 503-521-70160 501-503-70160 503-520-70160 101-431-70160 504-535-70160	9,138.08 57.52 172.97 4,783.96 77.84 220.23 165.81 475.95 475.95 475.95 844.97 211.24 66.99 1,108.70
67046	10/7/2021 13769	1997 8/21 PW Water Parts	Westside Supply	501-508-70140	288.23 90.38

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	13835	9/21 WWP ABS Parts		503-520-70140	85.85
	P210930	9/21 PW Cylinder Rental		501-508-70140	40.00
	S210930	9/21 SVC Cylinder Rental		101-431-70150	24.00
	W210930	9/21 WP Equipment/Cylinder Rental		501-503-82030	32.00
	WW210930	9/21 WWP Equipment/Cylinder Rental		503-520-82030	16.00
67047	10/7/2021	1771	RMA Geoscience, Inc.		5,597.00
	12713A	6/21 PW Sunset Street Rehabilitation		111-422-98910	2,032.50
	12717	6/21 PW Polk Street Rehabilitation (5th-Elm)		305-422-98930	3,564.50
67048	10/7/2021	1821	Self Help Enterprises		6,000.00
	0003222	2/21 ADMIN 2020 CDBG-CV2&3 Application Fees		303-405-88117	2,500.00
	0003223	4/21 FY20/21 2015 Home Long-Term Monitoring		815-609-88100	3,500.00
67049	10/14/2021	02386	American Office Solutions, LLC		3,196.33
	18119	9/21 PD CAD Switch Over		101-413-88040	200.00
	18130	9/21 PD Switch Over Completed		101-413-88040	100.00
	18131	9/21 PD Clets Down/Connect iPad at Council		101-413-88040	950.00
	18165	11/21 FD Server Backup		101-416-88040	165.08
	18166	11/21 PD Sirius 4 S4-E24 1 Year Backup		101-413-88040	1,781.25
67050	10/14/2021	1056	Angelica Corporation		864.15
	7000223984	8/21 FD Linens		117-416-75020	485.96
	7000225549	10/21 FD Linens		117-416-75020	378.19
67051	10/14/2021	1068	Aramark		244.68
	503000388820	10/21 PD Jail Blankets Cleaning Service W10/6		101-413-70380	244.68
67052	10/14/2021	02094	AT&T 3310		1,913.07
	000017123941	9/21 Internet Svc Acct 9391063310		101-408-72030	39.82
	000017123941	9/21 Internet Svc Acct 93910633		101-413-72030	1,132.22
	000017123941	9/21 Internet Svc Acct 9391063310		101-432-72030	9.37
	000017123941	9/21 Internet Svc Acct 9391063310		101-432-72030	10.54
	000017123941	9/21 Internet Svc Acct 9391063310		101-432-72030	117.13
	000017123941	9/21 Internet Svc Acct 9391063310		101-432-72030	117.13
	000017123941	9/21 Internet Svc Acct 9391063310		107-422-72030	11.71
	000017123941	9/21 Internet Svc Acct 9391063310		107-422-72030	1.56
	000017123941	9/21 Internet Svc Acct 9391063310		501-406-72030	3.12
	000017123941	9/21 Internet Svc Acct 9391063310		501-406-72030	140.55
	000017123941	9/21 Internet Svc Acct 9391063310		501-503-72030	4.69
	000017123941	9/21 Internet Svc Acct 9391063310		501-503-72030	17.57
	000017123941	9/21 Internet Svc Acct 9391063310		501-508-72030	5.47
	000017123941	9/21 Internet Svc Acct 9391063310		502-406-72030	3.12
	000017123941	9/21 Internet Svc Acct 9391063310		502-406-72030	122.98
	000017123941	9/21 Internet Svc Acct 9391063310		502-510-72030	5.47
	000017123941	9/21 Internet Svc Acct 9391063310		502-510-72030	29.28
	000017123941	9/21 Internet Svc Acct 9391063310		503-406-72030	70.28
	000017123941	9/21 Internet Svc Acct 9391063310		503-406-72030	1.17
	000017123941	9/21 Internet Svc Acct 9391063310		503-520-72030	11.71
	000017123941	9/21 Internet Svc Acct 9391063310		503-520-72030	23.43
	000017123941	9/21 Internet Svc Acct 9391063310		503-520-72030	2.34
	000017123941	9/21 Internet Svc Acct 9391063310		503-521-72030	0.78
	000017123941	9/21 Internet Svc Acct 93910633		503-521-72030	23.43
	000017123941	9/21 Internet Svc Acct 9391063310		504-406-72030	0.39
	000017123941	9/21 Internet Svc Acct 9391063310		504-406-72030	7.03
	000017123941	9/21 Internet Svc Acct 9391063310		820-610-72030	0.78
67054	10/14/2021	1112	Billingsley Tire Service		431.15
	261845	9/21 FD Oil Change for #7208		117-416-84060	431.15
67055	10/14/2021	1133	Bureau of Reclamation		20,365.08
	0003227	10/21 WP FY2020 Credit		501-503-80010	-20,039.04

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0003227	10/21 WP September 2021 Estimate -400AF		501-503-80010	-37,632.00
	0003227	10/21 WP December 2021 Estimate 213AF		501-503-80010	20,039.04
	0003227	10/21 WP September 2021 CVPIA Restoration		501-503-80010	11,070.54
	0003227	10/21 WP September 2021 Trinity PUD Assessment		501-503-80010	74.70
	0003227	10/21 WP September 2021 Actual 498AF		501-503-80010	46,851.84
67056	10/14/2021	1142	California Business Machines		461.79
	282135	9/21 Copier Maint. Agreement COUNCIL		101-401-84010	24.41
	282135	9/21 Copier Maint. Agreement CD		101-404-84010	27.50
	282135	9/21 Copier Maint. Agreement CITY MGR		101-405-84010	43.65
	282135	9/21 Copier Maint. Agreement FINANCE		101-406-84010	3.99
	282135	9/21 Copier Maint. Agreement PW		101-406-84010	4.96
	282135	9/21 Copier Maint. Agreement HR		101-408-84010	33.30
	282135	9/21 Copier Maint. Agreement HR		101-408-84010	3.10
	282135	9/21 Copier Maint. Agreement PD		101-413-84010	0.11
	282135	9/21 Copier Maint. Agreement PD		101-413-84010	82.80
	282135	9/21 Copier Maint. Agreement FD		101-416-84010	23.84
	282135	9/21 Copier Maint. Agreement PW		107-422-84010	12.39
	282135	9/21 Copier Maint. Agreement HR		107-422-84010	1.31
	282135	9/21 Copier Maint. Agreement HR		117-416-84010	7.83
	282135	9/21 Copier Maint. Agreement FINANCE		501-406-84010	53.19
	282135	9/21 Copier Maint. Agreement FINANCE		501-406-84010	46.54
	282135	9/21 Copier Maint. Agreement HR		501-406-84010	2.60
	282135	9/21 Copier Maint. Agreement WP		501-503-84010	7.58
	282135	9/21 Copier Maint. Agreement HR		501-503-84010	3.92
	282135	9/21 Copier Maint. Agreement HR		501-508-84010	4.57
	282135	9/21 Copier Maint. Agreement PW		501-508-84010	2.48
	282135	9/21 Copier Maint. Agreement HR		502-406-84010	2.61
	282135	9/21 Copier Maint. Agreement HR		502-510-84010	4.57
	282135	9/21 Copier Maint. Agreement PW		502-510-84010	9.91
	282135	9/21 Copier Maint. Agreement FINANCE		503-406-84010	26.60
	282135	9/21 Copier Maint. Agreement WWP		503-520-84010	1.96
	282135	9/21 Copier Maint. Agreement PW		503-520-84010	12.39
	282135	9/21 Copier Maint. Agreement WWP		503-520-84010	0.97
	282135	9/21 Copier Maint. Agreement WWP		503-521-84010	7.44
	282135	9/21 Copier Maint. Agreement HR		503-521-84010	0.65
	282135	9/21 Copier Maint. Agreement HR		503-521-84010	0.98
	282135	9/21 Copier Maint. Agreement HR		504-406-84010	0.33
	282135	9/21 Copier Maint. Agreement FINANCE		504-406-84010	2.66
	282135	9/21 Copier Maint. Agreement HR		820-610-84010	0.65
67059	10/14/2021	1212	City of Sanger		929.25
	IGT47-Coalinga	8/21 FD IGT Consulting Fee for August 2021		117-416-88100	929.25
67060	10/14/2021	1224	Coalinga Hardware		72.04
	804371	10/21 FD Ladder Maintenance Supplies		101-416-70440	14.68
	804451	10/21 FD Smoke Alarm - Public Ed		101-416-70440	33.12
	804533	10/21 FD Grill Connection		101-416-84030	6.81
	804545	10/21 FD Station Trash Bags		101-416-70450	17.43
67061	10/14/2021	1271	DataProse, Inc.		908.33
	DP2103665	9/21 Postage Used		501-406-70030	206.94
	DP2103665	9/21 NCOALINK		501-406-70040	3.40
	DP2103665	9/21 Search & Viewbill		501-406-70040	7.24
	DP2103665	9/21 September 2021 1st Past Due Notice		501-406-70040	115.75
	DP2103665	9/21 Monthly Service Fee		501-406-70040	30.00
	DP2103665	9/21 Postage Used		502-406-70030	181.07
	DP2103665	9/21 Monthly Service Fee		502-406-70040	26.25
	DP2103665	9/21 September 2021 1st Past Due Notice		502-406-70040	101.28
	DP2103665	9/21 NCOALINK		502-406-70040	2.98
	DP2103665	9/21 Search & Viewbill		502-406-70040	6.34

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	DP2103665	9/21 Postage Used		503-406-70030	118.99
	DP2103665	9/21 Search & Viewbill		503-406-70040	4.16
	DP2103665	9/21 Monthly Service Fee		503-406-70040	17.25
	DP2103665	9/21 September 2021 1st Past Due Notice		503-406-70040	66.56
	DP2103665	9/21 NCOALINK		503-406-70040	1.96
	DP2103665	9/21 Postage Used		504-406-70030	10.35
	DP2103665	9/21 September 2021 1st Past Due Notice		504-406-70040	5.78
	DP2103665	9/21 Search & Viewbill		504-406-70040	0.37
	DP2103665	9/21 Monthly Service Fee		504-406-70040	1.50
	DP2103665	9/21 NCOALINK		504-406-70040	0.16
67063	10/14/2021 20578	1272 10/21 PD Meal Advance - D. Cano	David Cano	101-413-86010	17.00 17.00
67064	10/14/2021 GEM102107SS	1287 10/21 FD 2021 GEMT QAF Fee 1st Quater	Department of Health Care Services	101-416-56510	12,499.08 12,499.08
67065	10/14/2021 20579	1387 10/21 PD Meal Advance - F. Ybarra	Francisco Ybarra	101-413-86010	17.00 17.00
67066	10/14/2021 SO18825	1407 9/21 PD RMS/JMS/CAD - September 2021	Fresno County Sheriff	101-413-88100	352.00 352.00
67067	10/14/2021 26987	1421 8/21 FD New Server Room Air Conditioner	Garza's A/C & Heating, Inc.	101-416-84030	8,800.00 8,800.00
67068	10/14/2021 23999	1422 9/21 SS Parts for Sweeper	GCS Environmental Equipment Services	504-535-84060	1,694.61 1,694.61
67069	10/14/2021 18145	1426 10/21 FD Annual Software Fee	Geospatial Technologies, Inc.	101-416-88040	130.00 130.00
67070	10/14/2021 9074500340	1445 10/21 PW Asphalt Rake	Grainger	501-508-70060	136.53 136.53
67071	10/14/2021 3024997	1474 9/21 PD Select Lumber for Shooting Range	Home Depot Credit Services	101-413-86010	34.75 34.75
67072	10/14/2021 7021613 7021613	1494 9/21 WP Enterprise Fund Consulting for Sept 2021 9/21 PW Enterprise Fund Consulting for Sept 2021	Interstate Gas Services, Inc.	501-503-88100 501-508-88100	4,162.50 2,220.00 1,942.50
67073	10/14/2021 20577	1523 10/21 PD Meal Advance - J. Fairbanks	Jeremy Fairbanks	101-413-86010	17.00 17.00
67074	10/14/2021 2002	02173 10/21 PD Board & Care for K9 Eli (10/1/21-10/8/21)	Law Dog K9	101-413-92211	360.00 360.00
67075	10/14/2021 1139190	1593 10/21 FD Medical Supplies	Life Assist, Inc.	117-416-75000	281.81 281.81
67076	10/14/2021 9178779	1647 9/21 PD Rental Charge	Mid Valley Disposal, Inc.	101-413-70440	200.00 200.00
67077	10/14/2021 109611 109612 109613	1661 9/21 PW Pest Control Service 9/21 FD Pest Control Service 9/21 PD Pest Control Service	Mountain Valley Pest Control, Inc.	503-521-84030 101-416-84050 101-413-88100	119.00 35.00 28.00 56.00
67078	10/14/2021 00364244 00364244	1662 10/21 CC Annual Web Hosting (10/1/21-9/30/22) 10/21 ADMIN Annual Web Hosting (10/1/21-9/30/2)	Municipal Code Corporation	101-401-86030 101-405-86030	900.00 450.00 450.00
67079	10/14/2021 904563120	1686 9/21 PW P.P. E.	Northern Safety Co., Inc.	501-508-70101	378.09 126.03

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	904563120	9/21 PW P.P. E.		502-510-70101	126.03
	904563120	9/21 PW P.P. E.		503-521-70101	126.03
67080	10/14/2021	1695	Office Depot		65.03
	200815269001	9/21 CD Office Supplies		101-404-70010	19.93
	200815269001	9/21 PW Office Supplies		501-508-70010	15.04
	200815269001	9/21 PW Office Supplies		502-510-70010	15.03
	200815269001	9/21 PW Office Supplies		503-521-70010	15.03
67081	10/14/2021	1692	O'Reilly Automotive, Inc.		93.55
	4316-386693	9/21 FD Wiper Blades for C170/E171		101-416-84060	84.84
	4316-387184	10/21 PW Axle Switch		503-521-84060	8.71
67082	10/14/2021	02554	Pace Supply Corp.		1,027.07
	197166329	10/21 PW Water Parts		501-508-70140	1,027.07
67083	10/14/2021	02529	Paul Henry		1,522.50
	0003230	8/21 CC Administrative Investigation FY 21/22		101-401-88020	1,522.50
67084	10/14/2021	02047	PRAXAIR DISTRIBUTION, INC.		647.83
	66384231	9/21 FD Oxygen		117-416-75000	647.83
67085	10/14/2021	02318	Quadient Finance USA, Inc.		900.00
	093021	9/21 FIN Postage		501-406-70030	360.00
	093021	9/21 FIN Postage		502-406-70030	315.00
	093021	9/21 FIN Postage		503-406-70030	207.00
	093021	9/21 FIN Postage		504-406-70030	18.00
67086	10/14/2021	02136	R.J. Berry Jr., Inc.		288,922.42
	0003229	10/21 PW Ret #3 ATP3 Sidewalk Gap Closure		305-000-10003	-15,206.44
	0003229	10/21 PW Prog Pmt #3		305-422-98970	304,128.86
67087	10/14/2021	1763	Resolve Insurance Systems, Inc.		3,260.00
	September 2021	9/21 FD Collection Agency		117-416-75040	3,260.00
67088	10/14/2021	02048	RSG, Inc.		1,244.35
	I007755	9/21 RDA SA Admin Services		820-610-88100	295.00
	I007786	9/21 RDA Continuing Disclosures Services		820-610-96512	636.85
	I007787	9/21 Housing Successor Services		815-609-88100	312.50
67089	10/14/2021	1804	San Luis & Delta-Mendota		26,572.36
	0003228	10/21 WP September 2021 Original -387AF		501-503-80010	-45,704.70
	0003228	10/21 WP FY2021 Credit Balance for October Estima		501-503-80010	-2,190.06
	0003228	10/21 WP November 2021 Estimate 244AF		501-503-80010	24,487.84
	0003228	10/21 WP September 2021 Actual 498AF		501-503-80010	49,979.28
67090	10/14/2021	1810	Save Mart Supermarkets		130.04
	0320210920014102	9/21 PD Inmate Meals		101-413-70380	130.04
67091	10/14/2021	02562	Scott Savage		774.00
	20577	10/21 PD Tuition Registration Fee - J. Fairbanks		101-413-86010	258.00
	20578	10/21 PD Tuition Registration Fee - D. Cano		101-413-86010	258.00
	20579	10/21 PD Tuition Registration Fee - F. Ybarra		101-413-86010	258.00
67092	10/14/2021	1821	Self Help Enterprises		12,913.53
	2	7/21 ADMIN CDBG CV-2/3 Grant Fees		303-405-88117	577.74
	3	8/21 ADMIN CDBG CV-2/3 Grant Fees		303-405-88117	375.58
	7	7/21 CDBG CV-1 Program Income		301-620-88100	2,222.56
	7	7/21 ADMIN CDBG CV-1 Grant Fees (SHE)		303-405-88116	2,219.71
	8	8/21 CDBG CV-1 Program Income		301-620-88100	4,773.01
	8	8/21 ADMIN CDBG CV-1 Grant Fees (SHE)		303-405-88116	2,744.93
67093	10/14/2021	1858	Sparkletts		200.58
	9689215 091621	9/21 BLDG Water Delivery		101-432-72010	103.71

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	9689215 091621	9/21 PW Water Delivery		502-510-70440	48.44
	9689215 091621	9/21 PW Water Delivery		503-521-70440	48.43
67094	10/14/2021	1931	Trans Union, LLC		105.55
	09128774	9/21 PD Livescans		101-413-88100	105.55
67095	10/14/2021	1935	Tri-City Engineering		29,492.50
	2790-17	9/21 PW W. Coalinga Multi Use Trail (10,11, &12)		125-422-88100	140.00
	2790-17	9/21 PW W. Coalinga Multi Use Trail (10,11, &12)		305-422-98980	360.00
	2826-07	9/21 PW ATP4 - Trail Improvement (FLC)		125-422-88100	648.75
	2860-02	10/21 PW Coalinga Alley Paying Phase 2 (FC)		125-422-88100	490.00
	2867-10	10/21 PW Fresno St Repaving (Washington-Harvard)		111-422-98971	2,737.50
	2869-06	10/21 WWP Sewer Plant Automation & Security Upg		503-520-98991	962.50
	2870-05	10/21 PW ATP5 - Engineer Support		107-422-88130	230.00
	2879-10	10/21 PW Sunset Street Improvements - CM		111-422-98910	1,681.25
	2880-09	10/21 PW Polk St Improvements (5th-Elm) - CM		305-422-98930	1,537.50
	2893-08	10/21 PW 7th St Improvements (Elm-Forest)		140-422-98997	1,588.75
	2902-07	10/21 FD Parking Lot Improvements		117-416-84050	1,752.50
	2904-05	10/21 PW Slurry Seal, Cape Seal		110-424-98401	1,427.50
	2906-04	10/21 PW APT Cycle3 - Sidewalk Gap & Closure		305-422-98970	3,922.50
	2918-01	10/21 PW Paving Various Dirt Alleys - CM		305-422-98940	2,625.00
	2919-02	10/21 PW 21/22 CMAQ-STBG Call for Projects		107-422-88130	8,688.75
	2921-01	10/21 AP PVWD Pipeline Encroachment Permit Prop		101-435-88100	280.00
	2928-01	10/21 CD Electric Meter Set - Veteran's Park		101-404-88090	420.00
67097	10/14/2021	1943	Tyler Technologies, Inc.		6,780.00
	025-351620	9/21 FIN Fixed Assets		101-406-88040	19.50
	025-351620	9/21 FIN Fixed Assets		107-422-88040	15.60
	025-351620	9/21 FIN Fixed Assets		501-406-88040	48.75
	025-351620	9/21 FIN Fixed Assets		502-406-88040	48.75
	025-351620	9/21 FIN Fixed Assets		503-406-88040	48.75
	025-351620	9/21 FIN Fixed Assets		504-406-88040	9.75
	025-351620	9/21 FIN Fixed Assets		820-610-88040	3.90
	025-351876	9/21 FIN Insite Transaction Fees (7/1/21-9/30/21)		501-406-92090	2,634.00
	025-351876	9/21 FIN Insite Transaction Fees (7/1/21-9/30/21)		502-406-92090	2,304.75
	025-351876	9/21 FIN Insite Transaction Fees (7/1/21-9/30/21)		503-406-92090	1,514.55
	025-351876	9/21 FIN Insite Transaction Fees (7/1/21-9/30/21)		504-406-92090	131.70
67098	10/14/2021	1973	Verizon Wireless Services, LLC		1,481.88
	9889116941	8/21 FD iPad Mobile Data (542044026-00004)		101-416-72030	190.05
	9889626918	9/21 CC Council Member 401-5850 (516264995-000		101-401-72030	38.01
	9889626918	9/21 CC Council Member 401-5885 (516264995-000		101-401-72030	38.01
	9889626918	9/21 CC Council Member 401-5853 (516264995-000		101-401-72030	38.01
	9889626918	9/21 CC Council Member 401-5846 (516264995-000		101-401-72030	38.05
	9889626918	9/21 CC Council Member 401-5863 (516264995-000		101-401-72030	38.01
	9889626918	9/21 CD John Self 100% 630-2536 (516264995-0000		101-404-72030	50.29
	9889626918	9/21 SVC - Pedro 100% 698-4142 (516264995-00002		101-431-72030	50.32
	9889626918	9/21 AP 381-1120 Acct 516264995-00002		101-435-72030	39.98
	9889626918	9/21 PW 381-1988 40% Acct 516264995-00002		501-406-72030	20.12
	9889626918	9/21 WP Router-1 383-4004 Acct 516264995-00002		501-503-72030	57.77
	9889626918	9/21 WP Primary 383-4514 Acct 516264995-00002		501-503-72030	50.29
	9889626918	9/21 WP On-call 341-9613 Acct 516264995-00002		501-503-72030	50.29
	9889626918	9/21 WP iPad-1 978-2846 Acct 516264995-00002		501-503-72030	45.02
	9889626918	9/21 WP iPad-2 383-4121 Acct 516264995-00002		501-503-72030	45.02
	9889626918	9/21 PW Director 20% 341-4461 (516264995-00002)		501-503-72030	7.27
	9889626918	9/21 PW UB Tablet 5 34% 401-9321(516264995-000		501-508-72030	19.64
	9889626918	9/21 PW Superv 34% 974-1257 Acct 516264995-000		501-508-72030	17.51
	9889626918	9/21 PW UB Tablet 4 34% 401-9315(516264995-000		501-508-72030	19.64
	9889626918	9/21 PW UB Tablet 3 34% 401-9312(516264995-000		501-508-72030	19.64
	9889626918	9/21 PW UB Tablet 2 34% 401-9271(516264995-000		501-508-72030	19.64
	9889626918	9/21 PW UB Tablet 1 34% 401-9110(516264995-000		501-508-72030	19.64

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	9889626918	9/21 PW Director 20% 341-4461 (516264995-00002)		501-508-72030	7.27
	9889626918	9/21 PW UB Tablet 6 34% 401-9323(516264995-000		501-508-72030	19.64
	9889626918	9/21 PW Tablet 34% 240-3695 Acct 516264995-0000		501-508-72030	12.92
	9889626918	9/21 PW Stand by 34% 383-4014 (516264995-00002		501-508-72030	17.09
	9889626918	9/21 PW 381-1988 35% Acct 516264995-00002		502-406-72030	17.60
	9889626918	9/21 Field Supervisor 50% Acct 516264995-00002		502-510-72030	25.75
	9889626918	9/21 PW UB Tablet 6 33% 401-9323(516264995-000		502-510-72030	19.06
	9889626918	9/21 PW Director 20% 341-4461 (516264995-00002)		502-510-72030	7.27
	9889626918	9/21 PW UB Tablet 4 33% 401-9315(516264995-000		502-510-72030	19.06
	9889626918	9/21 PW UB Tablet 2 33% 401-9271(516264995-000		502-510-72030	19.06
	9889626918	9/21 PW UB Tablet 1 33% 401-9110(516264995-000		502-510-72030	19.06
	9889626918	9/21 PW UB Tablet 5 33% 401-9321(516264995-000		502-510-72030	19.06
	9889626918	9/21 PW Superv 33% 974-1257 Acct 516264995-000		502-510-72030	17.00
	9889626918	9/21 PW UB Tablet 3 33% 401-9312(516264995-000		502-510-72030	19.06
	9889626918	9/21 PW Tablet 33% 240-3695 Acct 516264995-0000		502-510-72030	12.54
	9889626918	9/21 PW Stand by 33% 383-4014 (516264995-00002		502-510-72030	16.60
	9889626918	9/21 PW 381-1988 23% Acct 516264995-00002		503-406-72030	11.57
	9889626918	9/21 WWP Wifi 383-4044 Acct 516264995-00002		503-520-72030	42.37
	9889626918	9/21 PW Director 20% 341-4461 (516264995-00002)		503-520-72030	7.27
	9889626918	9/21 WWP 341-3958 Acct 516264995-00002		503-520-72030	12.47
	9889626918	9/21 PW UB Tablet 3 33% 401-9312(516264995-000		503-521-72030	19.06
	9889626918	9/21 PW UB Tablet 2 33% 401-9271(516264995-000		503-521-72030	19.06
	9889626918	9/21 PW UB Tablet 6 33% 401-9323(516264995-000		503-521-72030	19.06
	9889626918	9/21 PW UB Tablet 1 33% 401-9110(516264995-000		503-521-72030	19.06
	9889626918	9/21 PW UB Tablet 4 33% 401-9315(516264995-000		503-521-72030	19.06
	9889626918	9/21 Field Supervisor 50% Acct 516264995-00002		503-521-72030	25.75
	9889626918	9/21 PW Stand by 33% 383-4014 (516264995-00002		503-521-72030	16.60
	9889626918	9/21 PW Tablet 33% 240-3695 Acct 516264995-0000		503-521-72030	12.54
	9889626918	9/21 PW Director 20% 341-4461 (516264995-00002)		503-521-72030	7.27
	9889626918	9/21 PW Superv 33% 974-1257 Acct 516264995-000		503-521-72030	17.00
	9889626918	9/21 PW UB Tablet 5 33% 401-9321(516264995-000		503-521-72030	19.06
	9889626918	9/21 PW 381-1988 2% Acct 516264995-00002		504-406-72030	1.00
	9889626918	9/21 Transit M.Garcia 246-6243 (516264995-00002)		506-540-72030	33.42
67102	10/14/2021	1983	WageWorks		75.00
	INV3045587	8/21 FSA Monthly Fee		950-000-34610	75.00
67103	10/14/2021	1993	West Hills Oil, Inc.		8,782.17
	71798	9/21 FD Fuel for September 2021		101-416-70160	7,194.94
	71804	9/21 ADMIN Fuel for September 2021		101-405-70160	34.86
	71804	9/21 PW Fuel for September 2021		107-422-70160	381.77
	71804	9/21 PW Fuel for September 2021		501-508-70160	390.20
	71804	9/21 PW Fuel for September 2021		502-510-70160	390.20
	71804	9/21 PW Fuel for September 2021		503-521-70160	390.20
67104	10/14/2021	2000	Willdan		560.00
	00335261	9/21 CD Plan Check - Valley Garlic		101-404-86500	560.00
67105	10/14/2021	2002	Wittman Enterprises, LLC		7,304.70
	2108019	8/21 FD Ambulance Billing Fee		117-416-75040	7,304.70
67106	10/14/2021	1174	Carrot-Top Industries		743.03
	50116200	5/21 BLDG City Flags & Centennial Flags - CH & MF		101-432-84030	236.40
	50116200	5/21 PW City Flags & Centennial Flags - CH & MF		101-440-70060	506.63
67107	10/14/2021	02529	Paul Henry		1,401.05
	0003231	10/21 CC Administrative Investigation FY20/21		101-401-88020	1,401.05
67108	10/14/2021	1821	Self Help Enterprises		1,566.73
	1	6/21 ADMIN CDBG CV-2/3 Grant Fees		303-405-88117	1,566.73

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67109	10/21/2021 0003252	1176 Unreimbursed Medical	CB&T COLUMBUS BANK & TRUST	950-000-34500	438.41 438.41
67110	10/21/2021 0003238	1205 CECA Dues	City Employee Contrib. Assoc.	950-000-33000	75.00 75.00
67111	10/21/2021 0003240 0003245	1223 Fire Union Dues Fire Union Dues	COALINGA FIREFIGHTERS	950-000-33300 950-000-33300	980.00 900.00 80.00
67112	10/21/2021 0003243 0003246 0003247	1228 Mastagni Law Firm CPOA Dues PORAC Dues	COALINGA PEACE OFFICER'S ASSOCIATION	950-000-33200 950-000-33200 950-000-33200	905.76 297.50 297.50 310.76
67113	10/21/2021 0003239	1331 EDD Overpayment	Employment Development Dept.	950-000-34050	335.97 335.97
67114	10/21/2021 0003241	1384 FTB Sacramento	FRANCHISE TAX BOARD	950-000-34010	225.00 225.00
67115	10/21/2021 0003232 0003233 0003234	1487 457 ICMA EE\$ / ER% 457 ICMA \$\$ Gen 457 ICMA % General	ICMA 457 RETIREMENT TRUST	950-000-32100 950-000-32100 950-000-32100	8,276.52 1,141.21 310.00 6,825.31
67116	10/21/2021 0003242	1586 Pre-Paid Legal Shield	LEGAL SHIELD	950-000-34060	78.25 78.25
67117	10/21/2021 0003244	02043 New York Life	New York Life Insurance	950-000-32400	535.01 535.01
67118	10/21/2021 0003248 0003249	1820 SEIU COPE SEIU Dues	SEIU Local 521 - Dues W/H	950-000-33000 950-000-33000	642.59 30.00 612.59
67119	10/21/2021 0003263	1028 10/21 PW Ret #9 Forest/Truman & Baker	AJ Excavation, Inc.	305-000-10003	63,976.59 63,976.59
67120	10/21/2021 18234 18248	02386 10/21 PD DOJ Line Down 9/21 PD IT Monthly Contract - Mileage	American Office Solutions, LLC	101-413-88040 101-413-88040	1,100.00 800.00 300.00
67121	10/21/2021 7000224669	1056 9/21 FD Linens	Angelica Corporation	117-416-75020	326.52 326.52
67122	10/21/2021 503000388802 503000388802 503000393754 503000393754	1068 10/21 BLDG Employee Uniforms (Coveralls&Mats)W 10/21 PW Employee Uniforms (Coveralls & Mats)W1 10/21 BLDG Employee Uniforms (Coveralls&Mat)W1 10/21 PW Employee Uniforms (Coveralls & Mat)W10	Aramark	101-432-84030 502-510-70100 101-432-84030 502-510-70100	135.00 13.50 54.00 13.50 54.00
67123	10/21/2021 0003261	1079 10/21 PW Lift Station (238 851-0691 691 6)	AT&T	503-521-72030	33.34 33.34
67124	10/21/2021 000017195324 000017195324 000017195324 000017195324 000017195324 000017195324 000017195324 000017195324 000017195324	02069 9/21 PD Business Alarm 559-935-0359 9/21 PD Chief 559-935-4210 9/21 PD Multi-line 559-935-8497 9/21 PD Multi-line 559-935-8496 9/21 PD Crime Tip Line 559-935-3206 9/21 PD 559-935-6008 9/21 FD 559-935-1651 9/21 Graffiti Hotline 559-935-3282	AT&T 2005	101-413-72030 101-413-72030 101-413-72030 101-413-72030 101-413-72030 101-413-72030 101-416-72030 101-432-72030	3,054.26 23.05 44.41 893.93 893.93 23.19 22.03 105.78 21.39

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	000017195324	9/21 City Hall Modem 559-934-1306		101-432-72030	44.41
	000017195324	9/21 City Hall Main 559-935-1532		101-432-72030	261.71
	000017195324	9/21 Bldg. Maint. 559-935-3050		101-432-72030	35.24
	000017195324	9/21 Admin Fax 559-935-0789		101-432-72030	236.78
	000017195324	9/21 AP Maint. 559-935-8594		101-435-72030	21.39
	000017195324	9/21 AP Weather 559-935-5960		101-435-72030	85.49
	000017195324	9/21 WP 559-935-1889		501-503-72030	23.05
	000017195324	9/21 WP Alarm 559-935-3022		501-503-72030	65.79
	000017195324	9/21 PW Yard 559-935-1185		502-510-72030	148.04
	000017195324	9/21 Sewer Plant 559-935-2275		503-520-72030	21.39
	000017195324	9/21 WWP Lift Station 559-935-5518		503-521-72030	23.05
	000017195324	9/21 New Lift Station 559-935-1896		503-521-72030	37.16
	000017195324	9/21 Echo Canyon Lift Station 559-935-1875		503-521-72030	23.05
67126	10/21/2021	02097	AT&T 2006		134.90
	000017195352	9/21 PD Dispatch 559-935-1525		101-413-72030	67.44
	000017195352	9/21 Courthouse 559-935-1560		101-432-72030	44.41
	000017195352	9/21 PW 559-935-5004		107-422-72030	5.77
	000017195352	9/21 PW 559-935-5004		501-508-72030	5.76
	000017195352	9/21 PW 559-935-5004		502-510-72030	5.76
	000017195352	9/21 PW 559-935-5004		503-521-72030	5.76
67127	10/21/2021	02080	AT&T 4050		1,157.10
	000017188111	10/21 Internet Svc Acct 9391064050		101-408-72030	24.09
	000017188111	10/21 Internet Svc Acct 9391064050		101-413-72030	684.80
	000017188111	10/21 Internet Svc Acct 9391064050		101-432-72030	6.38
	000017188111	10/21 Internet Svc Acct 9391064050		101-432-72030	70.84
	000017188111	10/21 Internet Svc Acct 9391064050		101-432-72030	70.84
	000017188111	10/21 Internet Svc Acct 9391064050		107-422-72030	7.08
	000017188111	10/21 Internet Svc Acct 9391064050		107-422-72030	0.94
	000017188111	10/21 Internet Svc Acct 9391064050		117-416-72030	5.67
	000017188111	10/21 Internet Svc Acct 9391064050		501-406-72030	1.89
	000017188111	10/21 Internet Svc Acct 9391064050		501-406-72030	85.01
	000017188111	10/21 Internet Svc Acct 9391064050		501-503-72030	2.83
	000017188111	10/21 Internet Svc Acct 9391064050		501-503-72030	10.63
	000017188111	10/21 Internet Svc Acct 9391064050		501-508-72030	7.08
	000017188111	10/21 Internet Svc Acct 9391064050		501-508-72030	3.31
	000017188111	10/21 Internet Svc Acct 9391064050		502-406-72030	1.89
	000017188111	10/21 Internet Svc Acct 9391064050		502-406-72030	74.39
	000017188111	10/21 Internet Svc Acct 9391064050		502-510-72030	17.71
	000017188111	10/21 Internet Svc Acct 9391064050		502-510-72030	3.31
	000017188111	10/21 Internet Svc Acct 9391064050		503-406-72030	42.51
	000017188111	10/21 Internet Svc Acct 9391064050		503-406-72030	0.71
	000017188111	10/21 Internet Svc Acct 9391064050		503-520-72030	14.17
	000017188111	10/21 Internet Svc Acct 9391064050		503-520-72030	1.42
	000017188111	10/21 Internet Svc Acct 9391064050		503-521-72030	14.17
	000017188111	10/21 Internet Svc Acct 9391064050		503-521-72030	0.47
	000017188111	10/21 Internet Svc Acct 9391064050		504-406-72030	4.25
	000017188111	10/21 Internet Svc Acct 9391064050		504-406-72030	0.24
	000017188111	10/21 Internet Svc Acct 9391064050		820-610-72030	0.47
67129	10/21/2021	02056	AT&T 4711		301.86
	000017188249	10/21 PD DOJ Line (9391064711)		101-413-72030	301.86
67130	10/21/2021	02546	AT&T Corp.		144.90
	212730870	10/21 PD Internet (50000002334)		101-413-72030	144.90
67131	10/21/2021	02082	AutoZone, Inc.		108.96
	5919319080	9/21 PD Rotor/Brake Pads for Unit #C24		101-413-84060	108.96

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67132	10/21/2021 0003260	1102 10/21 PW Propane for Patch Truck	BEEHIVE TRUCK & AUTO	107-422-70130	132.00 132.00
67133	10/21/2021 42854	1106 10/21 PD Duty Belt - B. Kaiser	Best Uniforms	101-413-70101	58.50 58.50
67134	10/21/2021 262191	1112 10/21 FD Rear Strut Repair #7206	Billingsley Tire Service	117-416-84060	1,369.56 1,369.56
67135	10/21/2021 4750 4753 4754	02542 10/21 WP Oil King Booster Station (Reimbursable) 10/21 WP Engineer's Technical Report 10/21 WP Coalinga 2020 UWMP	Black Water Consulting Engineers, Inc.	501-503-88100 501-503-98441 501-503-88100	7,650.75 1,301.50 3,691.00 2,658.25
67136	10/21/2021 092021COA01 092021COA01 092021COA01 092021COA01 092021COA01 092021COA02 092021COA03 092021COA04 092021COA05	1115 9/21 WP Grant Research & Consulting Fee 9/21 PW Grant Research & Consulting Fee 9/21 PW Grant Research & Consulting Fee 9/21 WWP Grant Research & Consulting Fee 9/21 PW Grant Research & Consulting Fee 9/21 PW Resurfacing Phelps Ave 9/21 PW City Wide Chip/Cape Seal 9/21 PW E. Polk Active Transportation 9/21 PW Repaving Dirt Alleys	Blais & Associates, Inc.	501-503-88130 501-508-88130 502-510-88130 503-520-88130 503-521-88130 107-422-88130 107-422-88130 107-422-88130 107-422-88130	16,919.40 451.50 451.50 451.50 451.50 451.50 4,122.50 3,991.27 3,365.94 3,182.19
67137	10/21/2021 AE22137 AE22137 AE22138 AE22138 AE22139 AE22139	02296 10/21 WP Outside Lab Work 10/21 WP Outside Lab Work 10/21 WP Outside Lab Work 10/21 WWP Outside Lab Work 10/21 WP Outside Lab Work 10/21 WWP Outside Lab Work	BSK Assoiates	501-503-88081 503-520-88080 501-503-88081 503-520-88080 501-503-88081 503-520-88080	3,747.50 1,265.00 560.00 595.00 370.00 632.50 325.00
67138	10/21/2021 0003262 0003262 0003262 0003262 0003262 0003262 0003262 0003262 0003262	1133 10/21 WP July 2021 CVPIA Restoration Adj 164AF 10/21 WP FY20 Credit 10/21 WP August 2021 CVPIA Restoration 529AF 10/21 WP July 2021 Contract Adjustment 164AF 10/21 WP August 2021 Trinity PUD Assessment 529 10/21 WP August 2021 Contract Actual 529AF 10/21 WP August 2021 Contract Estimate -450AF 10/21 WP November 2021 Estimate 244AF 10/21 WP July 2021 Trinity PUD Assessment 164AF	Bureau of Reclamation	501-503-80010 501-503-80010 501-503-80010 501-503-80010 501-503-80010 501-503-80010 501-503-80010 501-503-80010 501-503-80010	38,370.78 3,645.72 -22,955.52 11,759.67 15,429.12 79.35 49,768.32 -42,336.00 22,955.52 24.60
67139	10/21/2021 93204038	1192 9/21 WP Chemical Alum	Chemtrade Chemicals US, LLC	501-503-70240	4,184.14 4,184.14
67140	10/21/2021 IGT48-Coalinga	1212 9/21 FD IGT Consulting Fee for September 2021	City of Sanger	117-416-88100	929.25 929.25
67141	10/21/2021 804342 804580 804591 804592 804600 804618 804638 804674	1224 9/21 WP Fence Repairs 10/21 FD Garage Remote/Helmet Velcro/Chainsaw F 10/21 FD Open House Supplies - EDITH 10/21 FD Wall Plate for Cheif's Office 10/21 FD Open House Supplies - Paint 10/21 FD Open House Supplies - Paint 10/21 FD Open House Supplies - 2x4 10/21 PW Drill Bit Set	Coalinga Hardware	501-503-70140 101-416-84060 101-416-70050 101-416-84070 101-416-70050 101-416-70050 101-416-70050 501-508-70060	328.18 23.94 97.27 12.61 1.02 111.70 38.08 12.51 31.05
67142	10/21/2021 270460 270460	02315 10/21 CC Lobbying & Econ Development Service 10/21 PW Lobbying & Econ Development Service	Criscom Public Relation, Inc.	101-401-88100 107-422-88100	4,000.00 400.00 600.00

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	270460	10/21 WP Lobbying & Econ Development Service		501-503-88100	600.00
	270460	10/21 PW Lobbying & Econ Development Service		501-508-88100	600.00
	270460	10/21 PW Lobbying & Econ Development Service		502-510-88100	600.00
	270460	10/21 WWP Lobbying & Econ Development Service		503-520-88100	600.00
	270460	10/21 PW Lobbying & Econ Development Service		503-521-88100	600.00
67143	10/21/2021	1288	Department of Justice		1,529.00
	535838	9/21 PD Livescans		101-413-88100	1,529.00
67144	10/21/2021	02231	Emile Diaz De Leon		413.00
	20876	10/21 FD Meal Advance - E. Diaz de Leon		101-416-86010	295.00
	20877	10/21 FD Meal Advance - E. Diaz de Leon		101-416-86010	118.00
67145	10/21/2021	02091	Frisch Engineering, Inc.		31,225.00
	9677-2011b	9/21 WP SCADA Upgrade		501-503-98441	31,225.00
67146	10/21/2021	1445	Grainger		56.47
	9074500332	10/21 WP Cleaning Supplies		501-503-70140	56.47
67147	10/21/2021	1446	Granite Construction Company		2,032.63
	2114044	10/21 PW Hot Mix		107-422-70130	2,032.63
67148	10/21/2021	1449	Griswold Industries		6,558.06
	828313	8/21 WP P15 Valve Repairs		501-503-84020	6,558.06
67149	10/21/2021	1450	Griswold, Lasalle, Cobb, Dod, & Gin, LLP		9,861.26
	64728	9/21 CA City Attorney Fees		101-401-88010	1,338.75
	65070	9/21 CC City Attorney Fees		101-401-88010	87.50
	65071	9/21 CC City Attorney Fees		101-401-88010	3,972.09
	65072	9/21 CM City Attorney Fees		101-401-88010	1,207.08
	65073	9/21 PW City Attorney Fees (CD-PR Warthan Meado		101-404-86500	729.16
	65074	9/21 LR City Attorney Fees		101-401-88010	1,705.84
	65075	9/21 CFBD vs USBOR City Attorney Fees		101-401-88010	393.75
	65076	9/21 Police Dept City Attorney Fees		101-401-88010	354.17
	65077	9/21 WWDA City Attorney Fees		501-503-88010	72.92
67150	10/21/2021	1451	Hach Company		490.39
	12672091	10/21 WP Lab Supplies		501-503-70202	490.39
67151	10/21/2021	1454	Hanson Bridgett LLP		4,850.80
	1297581	7/21 IRS VCP/ICMA Outside Attorney Fees		101-401-88020	3,925.80
	1302205	9/21 IRS VCP/ICMA Outside Attorney Fees		101-401-88020	925.00
67152	10/21/2021	1463	Hill Brothers Chemical Company		4,352.71
	07108642	9/21 WP Chemical Ammonia		501-503-70210	4,352.71
67153	10/21/2021	1574	Landon Investment Co., Inc.		41.51
	10224	8/21 FD Amb Meal		117-416-75010	41.51
67154	10/21/2021	1589	Lexipol, LLC		7,902.45
	INVLEX3837	8/21 FD Annual Policy Manual & Daily Bulletins Fee		101-416-88100	3,951.23
	INVLEX3837	8/21 CC Annual Policy Manual & Daily Bulletins Fee		140-400-45210	3,951.22
67155	10/21/2021	1615	Manesco Corporation		182.80
	4537	10/21 PW Calibration of Gas Sniffer		502-510-88121	182.80
67156	10/21/2021	1630	McMaster-Carr Supply Co.		180.94
	66088944	10/21 WP Safety Railing Parts		501-503-70140	180.94
67157	10/21/2021	1661	Mountain Valley Pest Control, Inc.		75.00
	109614	9/21 WWP Pest Control Services		503-520-84030	30.00
	109615	9/21 WP Pest Control Services		501-503-84030	45.00
67158	10/21/2021	1663	Municipal Maintenance		2,225.92
	0164294-IN	10/21 SS Gutter Brooms for New Sweeper		504-535-84060	2,221.56

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	0164357-IN	10/21 SS Spray Tip Sweeper		504-535-84060	4.36
67159	10/21/2021 904551917	1686 9/21 WP Latex Gloves	Northern Safety Co., Inc.	501-503-70140	3.77 3.77
67160	10/21/2021 200293233001 200293233001 202565565001 203466720001	1695 9/21 PW Cabinets 9/21 PW Cabinets 10/21 CD Tubes for Plans 10/21 PD Office Supplies	Office Depot	501-508-98030 502-510-98030 101-404-70010 101-413-70010	1,006.80 357.44 357.43 188.29 103.64
67161	10/21/2021 4316-383541 4316-383541 4316-384264 4316-384264 4316-384412 4316-385106 4316-385106 4316-386392 4316-386392 4316-386392 4316-386392 4316-386392 4316-386392 4316-386392 4316-386393 4316-386393 4316-388178 CM0000287	1692 9/21 PW A/C Plugs for Patch Truck 9/21 PW A/C Plugs for Patch Truck 9/21 A/C Compressor for Patch Truck 9/21 A/C Compressor for Patch Truck 9/21 PD Battery for Unit #211 9/21 ADMIN Win Reg Assy for Truck #125 9/21 PD Cabin Filter/Silicone/Capsule- C16C17C18 9/21 PW RCVR Brushing/Ball Mount for 91,92 & 93 9/21 PW RCVR Brushing/Ball Mount for 91,92 & 93 9/21 PW RCVR Brushing/Ball Mount for 91,92 & 93 9/21 PW RCVR Brushing/Ball Mount for 91,92 & 93 9/21 PW RCVR Brushing/Ball Mount for 91,92 & 93 9/21 PW RCVR Brushing/Ball Mount for 91,92 & 93 9/21 PW Motor for Truck #98 9/21 PW Motor for Truck #98 10/21 PW Clamps for Sewer Clean Out 9/21 PD Core Return Electric Vehicle #108 CR	O'Reilly Automotive, Inc.	107-422-84060 501-508-84060 107-422-84060 501-508-84060 101-413-84060 101-413-84060 101-413-84060 101-440-84060 107-422-84060 501-508-84060 502-510-84060 503-521-84060 501-508-84060 503-521-84060 503-521-84060 503-521-70140 101-413-84060	1,619.16 9.49 9.49 119.01 119.00 145.24 310.28 161.64 28.98 28.98 28.98 28.97 28.97 387.10 387.10 1.93 -176.00
67163	10/21/2021 3505628	1830 9/21 Natural Gas Deliveries	Shell Energy North American (US), LP	502-510-80030	30,641.27 30,641.27
67164	10/21/2021 9412248 100121	1858 10/21 WWP Bottled Waters	Sparkletts	503-520-72010	145.85 145.85
67165	10/21/2021 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466 Invoice-63466	02134 10/21 HR W2 Forms & Envelopes 10/21 PW W2 Forms & Envelopes 10/21 FD W2 Forms & Envelopes 10/21 FIN W2 Forms & Envelopes 10/21 WP W2 Forms & Envelopes 10/21 PW W2 Forms & Envelopes 10/21 FIN W2 Forms & Envelopes 10/21 PW W2 Forms & Envelopes 10/21 FIN W2 Forms & Envelopes 10/21 WWP W2 Forms & Envelopes 10/21 PW W2 Forms & Envelopes 10/21 FIN W2 Forms & Envelopes 10/21 RDA W2 Forms & Envelopes	Tyler Business Forms	101-408-70010 107-422-70010 117-416-70010 501-406-70010 501-503-70010 501-508-70010 502-406-70010 502-510-70010 503-406-70010 503-520-70010 503-521-70010 504-406-70010 820-610-70010	242.85 123.85 4.86 29.14 9.71 14.57 17.00 9.71 17.00 3.64 7.29 2.43 1.21 2.44
67166	10/21/2021 025-352905 025-352905 025-352905 025-352905 025-352905 025-352905 025-352905	1943 9/21 FIN Fixed Assets/Project Accounting 9/21 PW Fixed Assets/Project Accounting 9/21 FIN Fixed Assets/Project Accounting 9/21 FIN Fixed Assets/Project Accounting 9/21 FIN Fixed Assets/Project Accounting 9/21 FIN Fixed Assets/Project Accounting 9/21 RDA Fixed Assets/Project Accounting	Tyler Technologies, Inc.	101-406-88040 107-422-88040 501-406-88040 502-406-88040 503-406-88040 504-406-88040 820-610-88040	1,625.00 162.50 130.00 406.25 406.25 406.25 81.25 32.50
67167	10/21/2021 9889116940	1973 8/21 FD Vehicle Data (542044026-00003)	Verizon Wireless Services, LLC	101-416-72030	230.91 230.91

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67168	10/21/2021	1992	West Hills Medical Group, Inc.		1,420.00
	2021-142	9/21 FIN Pre-Employment Physical - H. Bonilla		101-406-89040	18.75
	2021-142	9/21 FIN Pre-Employment Physical - R. Castillo		101-406-89040	125.00
	2021-142	9/21 FIN Pre-Employment Physical - H. Bonilla		107-422-89040	6.25
	2021-142	9/21 FIN Pre-Employment Physical - H. Bonilla		502-406-89040	31.25
	2021-142	9/21 FIN Pre-Employment Physical - H. Bonilla		503-406-89040	23.75
	2021-142	9/21 FIN Pre-Employment Physical - H. Bonilla		504-406-89040	1.25
	2021-142	9/21 FIN Pre-Employment Physical - H. Bonilla		504-406-89040	37.50
	2021-142	9/21 RDA Pre-Employment Physical - H. Bonilla		820-610-89040	6.25
	2021-143	10/21 HR Physical & Drug Screen - D. Sparks		101-408-89040	195.00
	2021-143	10/21 HR Physical & Drug Screen - B. Kaiser		101-408-89040	195.00
	2021-143	10/21 HR Physical & Drug Screen - C. Seese		101-408-89040	195.00
	2021-143	10/21 HR Physical & Drug Screen - M. Simon		101-408-89040	195.00
	2021-143	10/21 FD Physical & Drug Screen - M. Macias		117-416-89040	195.00
	2021-143	10/21 FD Physical & Drug Screen - A. Sanchez		117-416-89040	195.00
67169	10/21/2021	1993	West Hills Oil, Inc.		692.55
	71803	9/21 FIN Fuel for September 2021		501-406-70160	277.02
	71803	9/21 FIN Fuel for September 2021		502-406-70160	242.39
	71803	9/21 FIN Fuel for September 2021		503-406-70160	159.29
	71803	9/21 FIN Fuel for September 2021		504-406-70160	13.85
67170	10/21/2021	02296	BSK Associates		5,120.00
	AE22131	3/21 WP Outside Lab Work		501-503-88081	707.50
	AE22131	3/21 WWP Outside Lab Work		503-520-88080	370.00
	AE22132	2/21 WP Outside Lab Work		501-503-88081	75.00
	AE22132	2/21 WWP Outside Lab Work		503-520-88080	120.00
	AE22133	4/21 WP Outside Lab Work		501-503-88081	1,222.50
	AE22133	4/21 WWP Outside Lab Work		503-520-88080	620.00
	AE22134	5/21 WP Outside Lab Work		501-503-88081	625.00
	AE22134	5/21 WWP Outside Lab Work		503-520-88080	310.00
	AE22136	6/21 WP Outside Lab Work		501-503-88081	670.00
	AE22136	6/21 WWP Outside Lab Work		503-520-88080	400.00
67171	10/21/2021	1583	Leaf		958.78
	12400289	10/21 CC Copier Lease		101-401-84010	30.13
	12400289	10/21 CD Copier Lease		101-404-84010	30.13
	12400289	10/21 CM Copier Lease		101-405-84010	30.13
	12400289	10/21 FIN Copier Lease		101-406-84010	5.84
	12400289	10/21 HR Copier Lease		101-408-84010	77.38
	12400289	10/21 HR Copier Lease		101-408-84010	30.13
	12400289	10/21 PD Copier Lease		101-413-84010	267.73
	12400289	10/21 FD Copier Lease		101-416-84010	133.93
	12400289	10/21 HR Copier Lease		107-422-84010	3.03
	12400289	10/21 HR Copier Lease		117-416-84010	18.20
	12400289	10/21 FIN Copier Lease		501-406-84010	77.82
	12400289	10/21 HR Copier Lease		501-406-84010	6.07
	12400289	10/21 HR Copier Lease		501-503-84010	9.10
	12400289	10/21 WP Copier Lease		501-503-84010	30.11
	12400289	10/21 HR Copier Lease		501-508-84010	10.62
	12400289	10/21 HR Copier Lease		502-406-84010	6.07
	12400289	10/21 FIN Copier Lease		502-406-84010	68.09
	12400289	10/21 HR Copier Lease		502-510-84010	10.62
	12400289	10/21 PW Copier Lease		502-510-84010	30.11
	12400289	10/21 HR Copier Lease		503-406-84010	2.28
	12400289	10/21 FIN Copier Lease		503-406-84010	38.91
	12400289	10/21 WWP Copier Lease		503-520-84010	30.11
	12400289	10/21 HR Copier Lease		503-520-84010	4.55
	12400289	10/21 HR Copier Lease		503-521-84010	1.52
	12400289	10/21 FIN Copier Lease		504-406-84010	3.89

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	12400289	10/21 HR Copier Lease		504-406-84010	0.76
	12400289	10/21 HR Copier Lease		820-610-84010	1.52
67173	10/21/2021	1944	U.S. Bank Corporate Payment Center		17,279.62
	USBCMOC21-01	9/21 CC Hotel - League Conf - A. Adkisson		101-401-86010	540.28
	USBCMOC21-01	9/21 CC Hotel - League Conf - A. Hedges		101-401-86010	270.14
	USBCMOC21-01	9/21 CC Hotel - League Conf - S. Brewer		101-401-86010	540.28
	USBCMOC21-01	9/21 CC Hotel - League Conf - R. Ramsey		101-401-86010	540.28
	USBCMOC21-01	9/21 CC Hotel - League Conf		101-401-86010	114.84
	USBCMOC21-01	9/21 CC Hotel - League Conf - R. Singleton		101-401-86010	540.28
	USBCMOC21-01	9/21 ADMIN Office Supplies		101-405-70010	38.19
	USBCMOC21-01	9/21 ADMIN Fuel - League of CA Cities Conf		101-405-70160	52.22
	USBCMOC21-01	9/21 ADMIN Lemoore Chamber - Salute to AG Dinne		101-405-76010	55.23
	USBCMOC21-01	9/21 ADMIN Breakfast - League of CA Cities Conf		101-405-86010	22.54
	USBCMOC21-01	9/21 ADMIN Dinner - League of CA Cities Conf		101-405-86010	210.01
	USBCMOC21-01	9/21 ADMIN Dinner - League of CA Cities Conf		101-405-86010	179.82
	USBCMOC21-01	9/21 ADMIN Breakfast - League of CA Cities Conf		101-405-86010	94.38
	USBCMOC21-01	9/21 ADMIN Hotel - League Conf		101-405-86010	114.83
	USBCMOC21-01	9/21 ADMIN Chief's Breakfast		101-405-86010	15.76
	USBCMOC21-01	9/21 ADMIN Breakfast - League of CA Cities Conf		101-405-86010	39.08
	USBCMOC21-01	9/21 ADMIN Hotel - League Conf - M. Trejo		101-405-86010	540.28
	USBCMOC21-01	9/21 ADMIN Hotel - League Conf - A. Hedges		101-405-86010	270.14
	USBFDAUG21-01	7/21 FD SCCCD - A. Dangaran		101-416-75030	199.00
	USBFDAUG21-01	7/21 FD Tres Agaves - Pannel Lunch		101-416-86010	130.79
	USBFDAUG21-01	7/21 FD EMT - T. Sigler		117-416-86040	82.00
	USBFDAUG21-01	7/21 FD EMT - R. Long		117-416-86040	82.00
	USBFDAUG21-01	7/21 FD EMT - K. Krider		117-416-86040	82.00
	USBFDAUG21-02	7/21 FD Toilet Seats (2)		101-416-84030	50.50
	USBFDAUG21-02	7/21 FD Mattress (6)		101-416-84030	1,893.72
	USBFDAUG21-03	7/21 FD Leather Restraints		117-416-75000	1,659.95
	USBFDAUG21-03	7/21 FD BLS eCards		117-416-75000	50.00
	USBFDAUG21-03	7/21 FD Foldable Patient Mover		117-416-75000	129.26
	USBFDAUG21-03	7/21 FD EMT Recert - V. Woodley		117-416-86040	82.00
	USBFDAUG21-03	7/21 FD Paramedic Recert - V. Woodley		117-416-86040	48.00
	USBFDAUG21-04	7/21 FD Laptop/Mount/HDMI		101-416-84010	810.28
	USBFDAUG21-04	7/21 FD Utility Tires		101-416-84060	830.06
	USBFDAUG21-04	7/21 FD Cal Fire Chief's Association		101-416-86030	500.00
	USBFDAUG21-04	7/21 FD International Assoc of Fire Chief's		101-416-86030	285.00
	USBFDAUG21-04	7/21 FD Amazon - Pelican Box		117-416-75000	39.10
	USBFDOCT21-01	9/21 FD Sherton San Diego - Chief's Conference Hot		101-416-86010	413.38
	USBFDOCT21-01	9/21 FD Sherton San Diego - Chief's Conference Hot		101-416-86010	206.69
	USBFDOCT21-02	9/21 FD D/O 1A - O. Pedroza		101-416-75030	262.00
	USBFDOCT21-02	9/21 FD Tri Tech - SAM IO Needles		117-416-75000	429.99
	USBFDOCT21-03	9/21 FD Fastrask Toll Payment		101-416-84060	6.00
	USBFINOCT21-01	10/21 FIN Late Fee		101-406-92090	12.48
	USBPDAUG21-01	7/21 PD Amazon - Photoluminescent Exit Sign		101-413-84030	35.28
	USBPDAUG21-01	7/21 PD Adobe		101-413-86030	52.99
	USBPDAUG21-01	7/21 PD Amazon - Vivid Blk GA Hard Saddlebag		101-413-86030	107.89
	USBPDAUG21-01	7/21 PD Amazon - Prime Membership Fee CR		101-413-86030	-14.16
	USBPDAUG21-01	7/21 PD Amazon - Prime Membership Fee		101-413-86030	14.16
	USBPDAUG21-01	8/21 PD Archieve Social		101-413-88040	219.00
	USBPDAUG21-01	7/21 PD Barcodes - Thermal Transfer Printer & Labe		105-413-98041	843.80
	USBPDAUG21-02	7/21 PD Mediterranean Gus Kabobs - Lunch		101-413-86010	80.26
	USBPDAUG21-02	8/21 PD Evidence Management of Law - Training Cla		101-413-86010	55.00
	USBPDAUG21-02	8/21 PD Evidence Management of Law - Training Cla		101-413-86010	185.00
	USBPDAUG21-02	7/21 PD IACP - 1Year Membership Renewal		101-413-86030	190.00
	USBPDOCT21-01	9/21 PD Gracie University Post Training - T. Johns		101-413-86010	895.00
	USBPDOCT21-02	9/21 PD Grainger - Jail Mattress		101-413-70380	706.82
	USBPDOCT21-02	9/21 PD The Cliff Resort - Chief's Training		101-413-86010	456.72
	USBPDOCT21-02	9/21 PD Adobe		101-413-86030	52.99

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	USBPDOCT21-02	10/21 PD Archive Social		101-413-88040	219.00
	USBPDOCT21-02	10/21 PD Peerless Network		101-413-88040	225.67
	USBWPOCT21-01	9/21 WP Radwell International - Light Button B3		501-503-70140	463.92
	USBWPOCT21-01	9/21 WP LogMein		501-503-72030	27.50
67177	10/28/2021	1445	Grainger		115.87
	9714419307	11/20 PW Charger for Batteries		101-440-70060	115.87
67178	10/28/2021	1722	PG&E 1533-5		186,555.50
	0003298	7053841171 SW SW 7 20 15 Booster Sta3/3/21-3/31		501-503-72020	11.50
	0003298	7053841526 25034 Palmer Ave (6/2/21-6/30/21)		501-503-72020	77,246.09
	0003298	7053841526 25034 Palmer Ave (5/3/21-6/1/21)		501-503-72020	60,294.12
	0003298	7053841526 25034 Palmer Ave (4/1/21-5/2/21)		501-503-72020	48,967.05
	0003298	7053841171 SW SW 7 20 15 Booster Sta4/1/21-5/2/		501-503-72020	12.67
	0003298	7053841171 SW SW 7 20 15 Booster Sta5/3/21-6/1/		501-503-72020	12.32
	0003298	7053841171 SW SW 7 20 15 Booster Sta6/2/21-6/30		501-503-72020	11.75
67179	10/28/2021	1812	SCI Consulting Group		16,285.68
	SBS10006	6/21 CD Cannabis Mmonitoring & Compliance		101-404-88180	16,285.68
67180	10/28/2021	02475	Alberto Ramirez		2,150.00
	0003290	10/21 BLDG Janitorial Services		101-432-84030	2,150.00
67181	10/28/2021	1040	Allstar Fire Equipment, Inc.		135.54
	235117	9/21 FD Reflective Tetrahedrons		101-416-70102	135.54
67182	10/28/2021	1050	American Planning Association		577.00
	230668-21103	10/21 CD APA Membership (1/1/22-12/31/22)		101-404-86030	577.00
67183	10/28/2021	1065	APGA-SIF		395.00
	0003292	10/21 PW Shrimp/ DIMP Online Access		502-510-86030	395.00
67184	10/28/2021	1068	Aramark		67.50
	503000398615	10/21 BLDG Employee Uniforms (Coverall&Mat) W1		101-432-84030	13.50
	503000398615	10/21 PW Employee Uniforms (Coveralls&Mats) W1		502-510-70100	54.00
67185	10/28/2021	1074	Ascent Aviation Group, Inc.		50.13
	M260513	10/21 AP Card Reader Fee		101-435-84030	50.13
67186	10/28/2021	1078	AT&T		143.74
	0003296	10/21 PD Internet (125125740)		101-413-72030	143.74
67187	10/28/2021	02082	AutoZone, Inc.		66.82
	5919329401	10/21 WP Windshield Wipers		501-503-84060	66.82
67188	10/28/2021	1112	Billingsley Tire Service		659.11
	262181	10/21 WP Tires for Mule		501-503-84060	659.11
67189	10/28/2021	1115	Blais & Associates, Inc.		2,808.75
	092021COA06	9/21 PW Sustainable Landscaping		501-508-88130	2,808.75
67190	10/28/2021	1224	Coalinga Hardware		203.62
	804538	10/21 WWP Fuel Stabilizer & Velcro		503-520-70140	31.01
	804711	10/21 PD Tape Mount		101-413-70440	21.71
	804714	10/21 WWP Chain Coil & Velcro		503-520-70140	76.38
	804795	10/21 FD Training Prop Cover		101-416-70050	74.52
67191	10/28/2021	1243	Cook's Communications		62.50
	149411	10/21 FD Radio Repair		101-416-70060	62.50
67192	10/28/2021	1288	Department of Justice		99.00
	537892	9/21 HR Fingerprints - E. Beasley		101-408-89070	32.00
	537892	9/21 FD Fingerprints - M. Macias		117-416-89070	32.00
	541088	10/21 PD Blood Alcohol Analysis		101-413-88080	35.00

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67193	10/28/2021 SIP-E144587	02289 10/21 PW Rectifier Data for October 2021	Elecsys International, LLC	502-510-72030	130.00 130.00
67194	10/28/2021 0161374-IN	1336 10/21 PD Dome Badges	Entenmann-Rovin Company	101-413-70101	209.29 209.29
67195	10/28/2021 7-533-62717	1360 10/21 Loan Servicing Fees	FedEx	815-609-88100	32.51 32.51
67196	10/28/2021 405268	1424 10/21 BLDG Janitorial Supplies	Geil Enterprises, Inc.	101-432-84030	468.49 468.49
67197	10/28/2021 12702174 12703762	1451 10/21 WP Chemkey Mono & Ammonia 10/21 WP CI 17 Reagents	Hach Company	501-503-70202 501-503-70202	888.76 818.30 70.46
67198	10/28/2021 800514 800514 800514 800514 800514	02017 8/21 ADMIN Uniform Hats 8/21 PW Uniform Hats 8/21 PW Uniform Hats 8/21 PW Uniform Hats 8/21 PW Uniform Hats	JH Tackett Marketing	101-405-70100 107-422-70100 501-508-70100 502-510-70100 503-521-70100	938.44 53.63 221.20 221.21 221.20 221.20
67199	10/28/2021 61848	1501 10/21 PD Battery Back-up	J's Communications, Inc.	101-413-98040	1,274.38 1,274.38
67200	10/28/2021 0003294 0003294	1545 10/21 FD Livescan 10/21 FD Station 93 Cabinet	Justin Milligan	101-416-75030 101-416-84030	399.68 79.00 320.68
67201	10/28/2021 0003295	1551 10/21 FD Burn Demo Supplies	Keith Krider	101-416-70050	778.20 778.20
67202	10/28/2021 S3846 S3846 S3846 S3846 S3846	1564 9/21 PW Door Logos 9/21 PW Logos for New Trucks & Street Sweeper 9/21 PW Logos for New Trucks & Street Sweeper 9/21 PW Logos for New Trucks & Street Sweeper 9/21 PW Street Sweeper	KRC Graphics Co., LLC	501-503-84060 501-508-84060 502-510-84060 503-521-84060 504-535-84060	1,832.53 134.08 411.24 411.23 411.23 464.75
67203	10/28/2021 2141 2146	1579 10/21 HR Backgrounds - E. Beasley 10/21 HR Backgrounds - Torres-Baez	Law & Associates	101-408-89080 101-408-89080	1,200.00 600.00 600.00
67204	10/28/2021 1144028 1144505	1593 10/21 FD Medical Supplies 10/21 FD Medical Supplies	Life Assist, Inc.	117-416-75000 117-416-75000	2,288.30 1,547.27 741.03
67205	10/28/2021 0003297	02563 10/21 FD DMV Physical Reimb - M. Macias	Maribel Macias	117-416-86040	130.00 130.00
67206	10/28/2021 4316-382277 4316-383751 4316-385914 4316-389143	1692 8/21 WWP Motor Oil 9/21 WWP Small Tools 9/21 WWP Booster Cable 10/21 PD Wiper Blades	O'Reilly Automotive, Inc.	503-520-70140 503-520-70060 503-520-70140 101-413-84060	158.92 55.54 6.53 63.18 33.67
67207	10/28/2021 197135238 197166329-1 197249181 197249181 197249181	02554 10/21 WP Derrick By Pass Project 10/21 PW Water Repair Parts 10/21 PW Tools & Water Parts 10/21 PW Tools & Water Parts 10/21 PW Tools & Water Parts	Pace Supply Corp.	501-503-98441 501-508-70140 501-508-70060 501-508-70140 503-521-70140	8,733.43 4,496.36 3,395.14 217.41 284.94 339.58

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
67208	10/28/2021	1721	PG&E		10,339.43
	90624-093021	9/21 PW Gas Delivery SE 31 20 15HWY(7001750902-		502-510-80020	10,339.43
67209	10/28/2021	1722	PG&E 1533-5		290,185.00
	0003299	7053841272 300 W Elm FD Lights		101-416-72020	2,295.20
	0003299	705841037 7th & Elm FD Horn		101-416-72020	31.75
	0003299	795617993 240 N 6th St		101-432-72020	1,628.42
	0003299	7053841516 PD/Jail/City Hall		101-432-72020	6,923.30
	0003299	7053841899 27500 Phelps Ave Ste 19		101-435-72020	14.14
	0003299	7053841771 27500 Phelps Ave Ste 1		101-435-72020	91.70
	0003299	7053841565 NW Cor Phelps-Airport Lights		101-435-72020	1,200.28
	0003299	7053841177 300 Coalinga Plaza: 7/1/21-7/31/21		101-440-72011	12.64
	0003299	7053841177 300 Coalinga Plaza: 9/1/21-9/30/21		101-440-72011	13.16
	0003299	7053841936 408 S 5th Lynch Park		101-440-72011	13.62
	0003299	7053841177 300 Coalinga Plaza: 8/1/21-8/31/21		101-440-72011	13.99
	0003299	7053841177 300 Coalinga Plaza: Adjustments		101-440-72011	-36.49
	0003299	7053841921 Sunset & Washington-Wtr Ftn		101-440-72011	24.64
	0003299	7054189141 Sunset & 5th Ave		101-440-72011	9.92
	0003299	7053841050 5th & Cedar Tower Clock		101-440-72011	42.79
	0003299	7053841206 Crn Posa & San Sim Lift Station		110-424-72021	9.92
	0003299	7053841791 745 W Forest Ave Landscape		110-424-72021	9.86
	0003299	7053841023 Monterey & Tyler Clock		110-424-72021	9.94
	0003299	7054518044 Coolidge N Hachman		110-424-72021	8.62
	0003299	7053841204 SE Crn 1st & Forest Landscap Trees		110-424-72021	9.86
	0003299	7053841909 200 El Rancho Blvd Irrigation Ctrl		110-424-72021	9.86
	0003299	7050007234 Coolidge N Hachman		110-424-72021	8.62
	0003299	7053841661 Forest & 5th		110-424-72021	7.94
	0003299	7053841619 Monterey & Tyler		110-424-72021	10.17
	0003299	7053841842 350 El Rancho Blvd Irrigation Ctrl		110-424-72021	9.86
	0003299	7053841848 SE Juniper Rdg Sprinklers		110-424-72021	23.60
	0003299	7053841349 160 W Elm		110-424-72021	22.88
	0003299	7053841485 Washington & Fresno		110-424-72021	10.30
	0003299	7053841365 Longhollow & Echo Canyon		110-424-72021	20.31
	0003299	7053841990 160 W Elm		110-424-72021	19.21
	0003299	7053841014 160W Elm Arpt 3144 Term Bldg		110-424-72021	19.21
	0003299	7053841881 140 E Durian Prkg Lot Lights		110-424-72021	18.14
	0003299	7053841004 160W Elm Arpt 3144 Term Bldg		110-424-72021	-6,070.61
	0003299	7053841397 Cambridge & Elm Hwy 198		110-424-72021	133.62
	0003299	3443128041 TR 5246 Phase II Stallion Spr		110-424-72021	131.63
	0003299	7053841004 160W Elm Arpt 3144 Term Bldg		110-424-72021	123.78
	0003299	7053841026 160W Elm Arpt 3144 Term Bldg		110-424-72021	181.74
	0003299	7053841244 TR 5344 Promontory Point		110-424-72021	174.84
	0003299	3443128925 TR 5140 Sandalwood Const Jayne & Wil		110-424-72021	163.39
	0003299	7053841979 City Yard		110-424-72021	191.03
	0003299	7053841157 240 W Elm Storage Bldg		110-424-72021	78.74
	0003299	7055365996 Elm & Second		110-424-72021	102.10
	0003299	7050256422 6th & Durian		110-424-72021	79.46
	0003299	9713313248 25 1/2 W polk Traffic Control		110-424-72021	82.67
	0003299	3443128411 TR 5208 Spano Ent Posa Chanet		110-424-72021	100.23
	0003299	7053841022 160W Elm Arpt 3144 Term Bldg		110-424-72021	94.73
	0003299	7053841505 Cambridge & Elm Hwy 198		110-424-72021	242.17
	0003299	3289090333 260 1/2 Cambridge Ave		110-424-72021	227.83
	0003299	7053841253 Cambridge & Joaquin		110-424-72021	194.45
	0003299	1638874976 25 1/2 W Polk		110-424-72021	60.16
	0003299	7053841535 160 W Elm Street Light Inv Proj		110-424-72021	57.67
	0003299	7053841535 160 W Elm Street Light Inv Proj		110-424-72021	-2,529.48
	0003299	7058903139 Tache Way & Warthan St		110-424-72021	11.36
	0003299	7053841534 160 W Elm Street Light Inv Proj		110-424-72021	85.32
	0003299	7053841008 160W Elm Arpt 3144 Term Bldg		110-424-72021	2,644.44
	0003299	3443128611 TR 4492 Fox Hollow II @ Frst & Cox		110-424-72021	45.75

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0003299	7053841536 160 W Elm Street Light Inv Proj		110-424-72021	87.00
	0003299	3443128775 TR 5208 Spano Ent Posa Chanet		110-424-72021	11.44
	0003299	7053841002 160W Elm Arpt 3144 Term Bldg		110-424-72021	943.32
	0003299	7053841016 160W Elm Arpt 3144 Term Bldg		110-424-72021	829.46
	0003299	7053841555 TR 5451 Warthan & Meadows		110-424-72021	786.50
	0003299	7053841429 TR 5339 Dorothy Allen Est		110-424-72021	335.34
	0003299	7055180510 Forest Ave Btwn 3rd St & 5th St		110-424-72021	34.07
	0003299	7058160009 N/S of Phelps Ave (West of Posa Chanet		110-424-72021	88.54
	0003299	3443128591 City Sunset St Project PM#30257800		110-424-72021	88.78
	0003299	7053841501 410 El Rancho Blvd		110-424-72021	25.18
	0003299	7053841694 160 W Elm		110-424-72021	28.81
	0003299	3443128372 TR 5246 Phase I Stallion Sprg Sac & Frs		110-424-72021	48.67
	0003299	7053841439 Phelps & La Cuesta		110-424-72021	11.20
	0003299	705381308 Van Ness & Elm		110-424-72021	38.60
	0003299	7053841538 160 W Elm Street Light Inv Proj		110-424-72021	41.32
	0003299	7051816617 Jayne Ave Willow Springs		110-424-72021	64.83
	0003299	7053841379 Polk & Forest Ave		110-424-72021	66.55
	0003299	7053841913 N/S Valley St Lights		110-424-72021	43.11
	0003299	3249826069 TR 4492 Fox Hollow II		110-424-72021	68.63
	0003299	Payments Received Since Last Statement		501-503-72020	-11,498.16
	0003299	7053841615 SW SW SW 18 20 16 Reservoir		501-503-72020	23.50
	0003299	7056027714 NE 11 20 15		501-503-72020	68.22
	0003299	7053841171 SW SW 7 20 15 Booster Station		501-503-72020	186.13
	0003299	7053841684 NW NW 11 20 15 Water Dept		501-503-72020	39.52
	0003299	7053841864 NE SW 31 20 15 Water Ctrl		501-503-72020	21.83
	0003299	7053841036 NE SW 26 19 15 Booster Station		501-503-72020	2,445.30
	0003299	7053841526 25034 Palmer Ave (9/1/21-9/30/21)		501-503-72020	79,344.47
	0003299	7053841526 25034 Palmer Ave (8/2/21-8/31/21)		501-503-72020	83,294.18
	0003299	7053841526 25034 Palmer Ave (7/1/21-8/1/21)		501-503-72020	105,658.93
	0003299	7053841131 SW Crn Gale & Derrick Wtr Mtr		501-503-72020	9.86
	0003299	7053841518 NW NW 31 20 16 Chlorine Booster		501-503-72020	17.48
	0003299	7053841979 City Yard		501-508-72020	191.04
	0003299	7053841979 City Yard		502-510-72020	191.04
	0003299	7053841574 Coalinga Alley Madison & Mont		502-510-72020	61.85
	0003299	7053841783 California Alley		502-510-72020	64.70
	0003299	7053841358 College Alley S Side Cat Pro		502-510-72020	61.27
	0003299	7053841657 Behind 595 Roosevelt Alley Light		502-510-72020	46.98
	0003299	7053841123 Cherry Ln		502-510-72020	70.91
	0003299	7053841361 Alley S Pleasant & E Warthan		502-510-72020	52.39
	0003299	7053841697 Baker Alley		502-510-72020	94.22
	0003299	7053841243 Pine Alley		502-510-72020	72.66
	0003299	7053841102 N end of Malple St		502-510-72020	46.22
	0003299	7053841066 NE Crn Harvard & College		502-510-72020	51.89
	0003299	7053841312 Thompson Btwn Valley & Polk		502-510-72020	44.46
	0003299	7053841466 Fres Alley Tyler & Polk		502-510-72020	82.85
	0003299	7056603692 SE 33 20 15 WWP		503-520-72020	1,769.50
	0003299	7052100780 NE SE 33 20 15 WWP		503-520-72020	14,128.23
	0003299	7053841367 Sewer Lift Station Kim		503-521-72020	36.72
	0003299	7053841845 Sewer Lift Station Polk		503-521-72020	115.37
	0003299	7053841328 Sewer Lift Pump P/L		503-521-72020	155.08
	0003299	7053841979 City Yard		503-521-72020	191.04
	0003299	7053841194 Sewer Lift Pump Echo		503-521-72020	289.59
67217	10/28/2021	1812	SCI Consulting Group		16,285.68
	SBS10007	9/21 CD Cannabis Monitoring & Compliance		101-404-88180	16,285.68
67218	10/28/2021	1858	Sparkletts		289.57
	9689215 101421	10/21 BLDG Water Delivery		101-432-72010	107.82
	9689215 101421	10/21 PW Water Delivery		502-510-70440	90.87

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	9689215 101421	10/21 PW Water Delivery		503-521-70440	90.88
67219	10/28/2021 134455	02099 10/21 PW ATP4 - Trails Master Plan Seg 3,4, & 9	SWCA Environmental Consultants	305-422-98982	3,037.25 3,037.25
67220	10/28/2021 109696	1898 10/21 WP Hypo Pump P2 Repairs	Telstar Instruments, Inc.	501-503-84020	3,352.50 3,352.50
67221	10/28/2021 0003291 0003291	02553 9/21 PW Ret #1 Paving of Various Dirt Alleys 9/21 PW Prog Pmt #1	Terra West Construction Incorporated	305-000-10003 305-422-98940	125,537.75 -6,607.25 132,145.00
67222	10/28/2021 0003300	02246 10/21 HR Pre-Employment Psycho Eval - E. Beasley	Tricia Busby	101-408-89060	400.00 400.00
67223	10/28/2021 INV01181205	02185 11/21 WP Internet Service	Unwired Broadband	501-503-72030	251.99 251.99
67224	10/28/2021 INV3111139	1983 9/21 FSA Monthly Fee	WageWorks	950-000-34610	75.00 75.00
67225	10/28/2021 0003293	2004 10/21 2021 Marks Roos Reports	Wulff Hansen & Co.	150-751-96501	1,200.00 1,200.00
DFT0003655	10/1/2021 0003190	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	270.00 270.00
DFT0003656	10/1/2021 0003191	1677 457 Newport %	Newport Trust Company	950-000-32100	1,605.07 1,605.07
DFT0003657	10/1/2021 0003192	1677 457 Newport EE\$ / ER%	Newport Trust Company	950-000-32100	1,095.13 1,095.13
DFT0003658	10/1/2021 0003205	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003659	10/1/2021 0003206	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	198.92 198.92
DFT0003660	10/1/2021 0003208	02078 SDI	SDI	950-000-31500	3,101.59 3,101.59
DFT0003661	10/1/2021 0003209	02077 Mgr SDI	SDI (Mgr)	950-000-31500	269.87 269.87
DFT0003662	10/1/2021 0003210	1331 State WH	Employment Development Dept.	950-000-31200	12,227.84 12,227.84
DFT0003663	10/1/2021 0003211 0003211 0003211	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	73,141.44 28,883.24 35,718.68 8,539.52
DFT0003664	10/4/2021 0003217	02078 SDI	SDI	950-000-31500	23.89 23.89
DFT0003665	10/4/2021 0003218	1331 State WH	Employment Development Dept.	950-000-31200	60.82 60.82
DFT0003666	10/4/2021 0003219 0003219 0003219	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	461.71 157.11 246.86 57.74

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0003667	10/15/2021 0003235	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	270.00 270.00
DFT0003668	10/15/2021 0003236	1677 457 Newport %	Newport Trust Company	950-000-32100	1,460.51 1,460.51
DFT0003669	10/15/2021 0003237	1677 457 Newport EE\$ / ER%	Newport Trust Company	950-000-32100	965.36 965.36
DFT0003670	10/15/2021 0003250	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003671	10/15/2021 0003251	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	198.92 198.92
DFT0003672	10/15/2021 0003253	02078 SDI	SDI	950-000-31500	2,637.24 2,637.24
DFT0003673	10/15/2021 0003254	02077 Mgr SDI	SDI (Mgr)	950-000-31500	222.83 222.83
DFT0003674	10/15/2021 0003255	1331 State WH	Employment Development Dept.	950-000-31200	9,362.16 9,362.16
DFT0003675	10/15/2021 0003256 0003256 0003256	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	60,828.74 22,651.16 30,682.88 7,494.70
DFT0003676	10/15/2021 0003257	02078 SDI	SDI	950-000-31500	110.90 110.90
DFT0003677	10/15/2021 0003258	1331 State WH	Employment Development Dept.	950-000-31200	609.97 609.97
DFT0003678	10/15/2021 0003259 0003259 0003259	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	3,447.24 2,033.22 1,146.00 268.02
DFT0003695	10/29/2021 0003268	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	270.00 270.00
DFT0003696	10/29/2021 0003269	1677 457 Newport %	Newport Trust Company	950-000-32100	1,376.87 1,376.87
DFT0003697	10/29/2021 0003270	1677 457 Newport EE\$ / ER%	Newport Trust Company	950-000-32100	744.89 744.89
DFT0003698	10/29/2021 0003283	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003699	10/29/2021 0003284	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	198.92 198.92
DFT0003700	10/29/2021 0003286	02078 SDI	SDI	950-000-31500	2,500.87 2,500.87
DFT0003701	10/29/2021 0003287	02077 Mgr SDI	SDI (Mgr)	950-000-31500	183.31 183.31
DFT0003702	10/29/2021 0003288	1331 State WH	Employment Development Dept.	950-000-31200	8,419.96 8,419.96
DFT0003703	10/29/2021 0003289	1957 Fed W/H	United States Treasury	950-000-31100	56,794.47 20,527.43

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0003289	Social Security		950-000-31300	29,024.48
	0003289	Medicare		950-000-31400	7,242.56
Grand Total:					1,837,903.56

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	175,963.58
105 - COPS GRANT FUND	843.80
107 - GAS TAX FUND	32,205.59
110 - LTF - ARTICLE VIII FUND	1,904.17
111 - SB1-ROAD REHAB MAINT ACCT FUND	9,732.25
117 - IGT-INTERGOVERNMENTAL TRANSFER	23,769.36
125 - MEASURE C-STREET MAINTENANCE	1,628.75
140 - GENERAL CAPITAL PROJECTS FUND	5,927.47
150 - COALINGA PUBLIC FINANCING AUTH	1,200.00
301 - CDBG PROGRAM INCOME	6,995.57
303 - CDBG PROGRAM FUND	9,984.69
305 - CALTRANS GRANTS FUND	507,187.51
501 - WATER ENTERPRISE FUND	669,703.54
502 - GAS ENTERPRISE FUND	69,197.73
503 - SEWER ENTERPRISE FUND	37,926.38
504 - SANITATION ENTERPRISE FUND	5,958.39
506 - TRANSIT SYSTEM	33.42
815 - LOW/MOD HOUSING ASSET FUND	4,097.01
820 - RORF-REDEV OBLIG RETIREMT FUND	991.61
950 - PAYROLL TRUST & AGENCY FUND	272,652.74
Grand Total:	1,837,903.56

Account Summary

Account Number	Account Name	Payment Amount
101-000-10400	SMIP Payable	888.26
101-000-10500	State Bldg. Standards Ad	51.00
101-400-48200	Administrative Fees	-49.51
101-401-70040	Printing & Binding	65.41
101-401-72030	Telephone	215.13
101-401-84010	Office Equip. Repairs &	142.89
101-401-86010	Training, Travel, & Confe	2,546.10
101-401-86030	Subs., Dues, & Publicatio	450.00
101-401-88010	City Attorney Fees	9,059.18
101-401-88020	Outside Attorney Fees	7,774.35
101-401-88040	Computer Programming	85.44
101-401-88100	Professional Services	400.00
101-404-70010	Office Supplies	221.16
101-404-70160	Gasoline & Diesel	57.52
101-404-72030	Telephone	125.44
101-404-84010	Office Equip. Repairs &	129.71
101-404-86030	Subs., Dues, & Publicatio	577.00
101-404-86500	Planning-Reimbursable F	1,289.16
101-404-88040	Computer Programming	111.99
101-404-88090	General Engineering	420.00
101-404-88180	Cannabis Professional Se	32,681.19
101-405-70010	Office Supplies	38.19
101-405-70040	Printing & Binding	370.68
101-405-70100	Uniforms	53.63
101-405-70160	Gasoline & Diesel	260.05
101-405-72030	Telephone	75.15
101-405-76010	General Advertising	55.23
101-405-84010	Office Equip. Repairs &	229.49
101-405-86010	Training, Travel, & Confe	1,486.84
101-405-86030	Subs., Dues, & Publicatio	6,450.00
101-405-88040	Computer Programming	85.44
101-406-70010	Office Supplies	11.16
101-406-72030	Telephone	5.97

Account Summary

Account Number	Account Name	Payment Amount
101-406-84010	Office Equip. Repairs &	23.91
101-406-88040	Computer Programming	225.79
101-406-89040	Physical w/Drug & Alcoh	143.75
101-406-92090	Taxes, Licenses, & Fees	12.48
101-408-70010	Office Supplies	123.85
101-408-72030	Telephone	102.24
101-408-84010	Office Equip. Repairs &	275.42
101-408-88040	Computer Programming	56.85
101-408-89040	Physical w/Drug & Alcoh	780.00
101-408-89060	Psychological Evaluation	400.00
101-408-89070	Fingerprinting	32.00
101-408-89080	Background Investigatio	1,200.00
101-413-70010	Office Supplies	103.64
101-413-70030	Postage & Freight Out	49.34
101-413-70101	Uniforms-Safety Equipm	1,272.03
101-413-70160	Gasoline & Diesel	4,783.96
101-413-70380	Inmate Food/Jail Supplie	1,326.22
101-413-70440	Miscellaneous Supplies	221.71
101-413-72010	Water, Gas, Sanitation &	46.50
101-413-72020	Electric	19.88
101-413-72030	Telephone	4,701.60
101-413-84010	Office Equip. Repairs &	719.83
101-413-84030	Buildings Repairs & Mai	35.28
101-413-84060	Vehicle Parts, Repairs &	873.94
101-413-86010	Training, Travel, & Confe	2,531.73
101-413-86030	Subs., Dues, & Publicatio	403.87
101-413-88040	Computer Programming	6,531.32
101-413-88080	Laboratory	35.00
101-413-88100	Professional Services	2,042.55
101-413-92211	K9 Program Expense	360.00
101-413-98040	Major Machinery & Equi	9,397.37
101-415-72030	Telephone	25.05
101-415-88100	Professional Services	1,800.00
101-416-56510	Ambulance Receipts	12,499.08
101-416-70050	Education Materials & S	1,027.62
101-416-70060	Small Tools & Equipment	62.50
101-416-70102	Uniforms (Turnout Gear)	135.54
101-416-70160	Gasoline & Diesel	7,194.94
101-416-70440	Miscellaneous Supplies	47.80
101-416-70450	Station Supplies	17.43
101-416-72010	Water, Gas, Sanitation &	1,016.86
101-416-72020	Electric	2,326.95
101-416-72030	Telephone	827.41
101-416-75030	Tuition Reimbursement	540.00
101-416-84010	Office Equip. Repairs &	1,128.39
101-416-84030	Buildings Repairs & Mai	11,071.71
101-416-84050	Grounds Repairs & Main	28.00
101-416-84060	Vehicle Parts, Repairs &	1,018.17
101-416-84070	Misc. Repairs & Maint.	1.02
101-416-86010	Training, Travel, & Confe	1,163.86
101-416-86030	Subs., Dues, & Publicatio	785.00
101-416-88040	Computer Programming	765.56
101-416-88100	Professional Services	3,951.23
101-431-70100	Uniforms	28.22
101-431-70150	Vehicle Parts & Supplies	24.00
101-431-70160	Gasoline & Diesel	66.99
101-431-72030	Telephone	50.32
101-432-72010	Water, Gas, Sanitation &	1,436.68

Account Summary

Account Number	Account Name	Payment Amount
101-432-72020	Electric	8,551.72
101-432-72030	Telephone	1,046.17
101-432-84030	Buildings Repairs & Mai	2,922.39
101-435-72010	Water, Gas, Sanitation &	425.44
101-435-72020	Electric	1,306.12
101-435-72030	Telephone	146.86
101-435-84030	Buildings Repairs & Mai	50.13
101-435-88100	Professional Services	280.00
101-440-70060	Small Tools & Equipment	622.50
101-440-70160	Gasoline & Diesel	77.84
101-440-72011	Water/Electric - City Plot	6,210.54
101-440-84060	Vehicle Parts, Repairs &	28.98
101-440-88100	Professional Services	59.25
105-413-98041	COPS Grant Equipment E	843.80
107-422-70010	Office Supplies	4.86
107-422-70100	Uniforms	303.02
107-422-70130	Street Materials	2,164.63
107-422-70160	Gasoline & Diesel	602.00
107-422-72010	Water/Electric - City Plot	4,448.80
107-422-72030	Telephone	28.56
107-422-84010	Office Equip. Repairs &	31.10
107-422-84060	Vehicle Parts, Repairs &	157.48
107-422-88040	Computer Programming	278.24
107-422-88100	Professional Services	600.00
107-422-88130	Grant Writing/Applicatio	23,580.65
107-422-89040	Physical w/Drug & Alcoh	6.25
110-424-72021	Street Light Electricity	476.67
110-424-98401	Slurry Seal, Cape Seal	1,427.50
111-422-98910	Sunset St. Improvement	6,994.75
111-422-98971	Fresno Street Improvem	2,737.50
117-416-70010	Office Supplies	29.14
117-416-72030	Telephone	14.69
117-416-75000	Medical Equipment & Su	5,526.24
117-416-75010	Meals-Ambulance Runs	41.51
117-416-75020	EMS-Linens	1,190.67
117-416-75040	Ambulance Billing Contr	10,564.70
117-416-84010	Office Equip. Repairs &	49.32
117-416-84050	Grounds Repairs & Main	1,752.50
117-416-84060	Vehicle Parts, Repairs &	1,800.71
117-416-86040	Required Certification Tr	506.00
117-416-88040	Computer Programming	13.38
117-416-88100	Professional Services	1,858.50
117-416-89040	Physical w/Drug & Alcoh	390.00
117-416-89070	Fingerprinting	32.00
125-422-88100	Professional Services	1,628.75
140-400-45210	PARSAC-Program Reimb	3,951.22
140-422-98881	HSIPL Elm/Cambridge Si	387.50
140-422-98997	7th Street Improvement	1,588.75
150-751-96501	Fiscal Agent Fees-1998 A	1,200.00
301-620-88100	Professional Services	6,995.57
303-405-88116	CDBG CV1 Grant Expens	4,964.64
303-405-88117	CDBG CV2&CV3 Grant E	5,020.05
305-000-10003	Retention Payable	42,162.90
305-422-98930	Polk St. Improv-5th to El	6,153.25
305-422-98940	2016 Alley Paving Projec	134,770.00
305-422-98950	Forest Ave 1st-Elm Ave.	3,327.50
305-422-98970	ADA Improv-ATP Cycle 0	317,376.61
305-422-98980	CMAQ-Trail Seg 10/11/1	360.00

Account Summary

Account Number	Account Name	Payment Amount
305-422-98982	Trail Improv-ATP Cycle 4	3,037.25
501-406-70010	Office Supplies	158.50
501-406-70030	Postage & Freight Out	587.57
501-406-70040	Printing & Binding	429.08
501-406-70160	Gasoline & Diesel	277.02
501-406-72030	Telephone	333.87
501-406-84010	Office Equip. Repairs &	315.50
501-406-88040	Computer Programming	761.71
501-406-92090	Taxes, Licenses, & Fees	2,634.00
501-503-70010	Office Supplies	190.47
501-503-70100	Uniforms	81.10
501-503-70140	Utility Parts & Supplies	2,803.57
501-503-70160	Gasoline & Diesel	1,010.78
501-503-70202	Lab Supplies	1,379.15
501-503-70210	Chemicals Ammonia	4,352.71
501-503-70230	Chemicals Chlorine	3,367.26
501-503-70240	Chemicals Aluminate Sul	4,184.14
501-503-72020	Electric	446,166.76
501-503-72030	Telephone	930.49
501-503-80010	Water Purchases	85,308.22
501-503-82030	Equipment Rental	32.00
501-503-84010	Office Equip. Repairs &	105.78
501-503-84020	Major Equip. Repairs &	9,910.56
501-503-84030	Buildings Repairs & Mai	45.00
501-503-84060	Vehicle Parts, Repairs &	860.01
501-503-88010	City Attorney Fees	72.92
501-503-88040	Computer Programming	171.09
501-503-88081	Outside Laboratory	5,792.50
501-503-88100	Professional Services	18,249.70
501-503-88130	Grant Writing/Applicatio	451.50
501-503-92090	Taxes, Licenses, & Fees	40.00
501-503-98441	Water Revenue Bond Pr	62,620.46
501-508-70010	Office Supplies	255.81
501-508-70060	Small Tools & Equipment	384.99
501-508-70100	Uniforms	303.03
501-508-70101	Uniforms-Safety Equipm	126.03
501-508-70130	Street Materials	575.00
501-508-70140	Utility Parts & Supplies	4,837.53
501-508-70160	Gasoline & Diesel	866.15
501-508-72020	Electric	191.04
501-508-72030	Telephone	213.79
501-508-84010	Office Equip. Repairs &	33.34
501-508-84060	Vehicle Parts, Repairs &	955.81
501-508-86030	Subs., Dues, & Publicatio	60.00
501-508-88040	Computer Programming	117.41
501-508-88100	Professional Services	2,542.50
501-508-88130	Grant Writing/Applicatio	3,260.25
501-508-92090	Taxes, Licenses, & Fees	1,000.00
501-508-98030	Office Furniture & Equip	357.44
502-406-70010	Office Supplies	139.90
502-406-70030	Postage & Freight Out	514.12
502-406-70040	Printing & Binding	375.46
502-406-70160	Gasoline & Diesel	242.39
502-406-72030	Telephone	293.13
502-406-84010	Office Equip. Repairs &	190.89
502-406-88040	Computer Programming	732.06
502-406-89040	Physical w/Drug & Alcoh	31.25
502-406-92090	Taxes, Licenses, & Fees	2,304.75

Account Summary

Account Number	Account Name	Payment Amount
502-510-70010	Office Supplies	46.33
502-510-70100	Uniforms	573.02
502-510-70101	Uniforms-Safety Equipm	126.03
502-510-70130	Street Materials	575.00
502-510-70160	Gasoline & Diesel	866.15
502-510-70440	Miscellaneous Supplies	139.31
502-510-72020	Electric	941.44
502-510-72030	Telephone	682.63
502-510-80020	PG&E Wholesale Transp	21,837.59
502-510-80030	Gas Purchases for Resale	30,641.27
502-510-84010	Office Equip. Repairs &	109.77
502-510-84060	Vehicle Parts, Repairs &	440.20
502-510-86030	Subs., Dues, & Publicatio	395.00
502-510-88040	Computer Programming	281.82
502-510-88100	Professional Services	4,726.49
502-510-88121	Geographic Information	182.80
502-510-88130	Grant Writing/Applicatio	451.50
502-510-92090	Taxes, Licenses, & Fees	1,000.00
502-510-98030	Office Furniture & Equip	357.43
503-406-70010	Office Supplies	78.04
503-406-70030	Postage & Freight Out	337.85
503-406-70040	Printing & Binding	246.73
503-406-70160	Gasoline & Diesel	159.29
503-406-72030	Telephone	167.44
503-406-84010	Office Equip. Repairs &	131.47
503-406-88040	Computer Programming	640.31
503-406-89040	Physical w/Drug & Alcoh	23.75
503-406-92090	Taxes, Licenses, & Fees	1,514.55
503-520-70010	Office Supplies	7.29
503-520-70060	Small Tools & Equipment	6.53
503-520-70100	Uniforms	81.08
503-520-70140	Utility Parts & Supplies	311.96
503-520-70160	Gasoline & Diesel	211.24
503-520-72010	Water, Gas, Sanitation &	2,056.19
503-520-72020	Electric	15,897.73
503-520-72030	Telephone	150.85
503-520-82030	Equipment Rental	16.00
503-520-84010	Office Equip. Repairs &	99.99
503-520-84030	Buildings Repairs & Mai	30.00
503-520-88040	Computer Programming	222.55
503-520-88080	Laboratory	3,075.00
503-520-88100	Professional Services	600.00
503-520-88130	Grant Writing/Applicatio	451.50
503-520-92090	Taxes, Licenses, & Fees	40.00
503-520-98991	WWTP Automation and	962.50
503-521-70010	Office Supplies	31.76
503-521-70100	Uniforms	303.01
503-521-70101	Uniforms-Safety Equipm	126.03
503-521-70130	Street Materials	575.00
503-521-70140	Utility Parts & Supplies	341.51
503-521-70160	Gasoline & Diesel	866.15
503-521-70440	Miscellaneous Supplies	171.99
503-521-72010	Water, Gas, Sanitation &	162.42
503-521-72020	Electric	787.80
503-521-72030	Telephone	369.76
503-521-84010	Office Equip. Repairs &	18.83
503-521-84030	Buildings Repairs & Mai	35.00
503-521-84060	Vehicle Parts, Repairs &	836.01

Account Summary

Account Number	Account Name	Payment Amount
503-521-88040	Computer Programming	220.30
503-521-88100	Professional Services	600.00
503-521-88130	Grant Writing/Applicatio	451.50
503-521-92090	Taxes, Licenses, & Fees	1,000.00
503-521-98994	La Questa Lift Station Re	3,509.47
504-406-70010	Office Supplies	8.65
504-406-70030	Postage & Freight Out	29.38
504-406-70040	Printing & Binding	21.45
504-406-70160	Gasoline & Diesel	13.85
504-406-72030	Telephone	17.30
504-406-84010	Office Equip. Repairs &	14.59
504-406-88040	Computer Programming	116.42
504-406-89040	Physical w/Drug & Alcoh	38.75
504-406-92090	Taxes, Licenses, & Fees	131.70
504-535-70100	Uniforms	29.04
504-535-70160	Gasoline & Diesel	1,108.70
504-535-72030	Telephone	3.78
504-535-84060	Vehicle Parts, Repairs &	4,385.28
504-535-88100	Professional Services	39.50
506-540-72030	Telephone	33.42
815-609-88100	Professional Services	4,097.01
820-610-70010	Office Supplies	2.44
820-610-72030	Telephone	4.25
820-610-84010	Office Equip. Repairs &	4.11
820-610-88040	Computer Programming	42.71
820-610-88100	Professional Services	295.00
820-610-89040	Physical w/Drug & Alcoh	6.25
820-610-96512	Continuing Disclosure Fe	636.85
950-000-31100	Federal Withholding	74,252.16
950-000-31200	State Income Tax Withh	30,680.75
950-000-31300	FICA Withheld	96,818.90
950-000-31400	Medicare Insurance Wit	23,602.54
950-000-31500	State Disability Insuranc	11,657.20
950-000-32100	Employee Deferred Com	25,275.74
950-000-32400	Life Insurance	1,070.02
950-000-33000	CLOCEA Dues Withheld	1,345.75
950-000-33200	CPOA Dues Withheld	1,864.80
950-000-33300	Fire Assoc. Dues Withhel	1,960.00
950-000-34010	Other W/H Garnishment	2,270.73
950-000-34050	Garnishment Service Fe	709.29
950-000-34060	Prepaid Legal Services	156.50
950-000-34500	Unreimbursed Med/Dep	838.36
950-000-34610	AFLAC Administration Fe	150.00
Grand Total:		1,837,903.56

Project Account Summary

Project Account Key	Payment Amount
None	1,837,903.56
Grand Total:	1,837,903.56

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

Subject: Adopt Resolution No. 4055 Rescinding Drought Charges
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

On November 4, 2021, the Coalinga City Council unanimously voted, by those present (3/5), to direct the City Manager to bring back as Resolution to rescind and refund the drought charges.

II. BACKGROUND:

On July 1, 2021, the Coalinga City Council unanimously voted to approve Resolution No. 4037 which contained drought charges for the period of July 1, 2021, through October 21, 2021.

On November 4, 2021, the Coalinga City Council unanimously voted, by those present (3/5), to direct the City Manager to bring back as Resolution to rescind and refund the drought charges.

III. DISCUSSION:

A Resolution is attached which rescinds the drought charges, allows utility account holders to request a refund of the drought charges, and credits utility accounts for those who do not request a refund.

IV. ALTERNATIVES:

1. Do not approve Resolution;
2. Make changes to Resolution.

V. FISCAL IMPACT:

Loss of Revenue to Water Fund intended to purchase wholesale water as follows:

Billed -

July: 45,899.61

August: 96,334.99

September: 134,425.31

Total: 276,659.91

ATTACHMENTS:

File Name**Description**

▣ RESO#4055_Recinding_Drought_Charges_(Original_RESO#4037)_120221docx.pdf

Resolution No. 4055

RESOLUTION NO. 4055

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA RESCINDING
DROUGHT CHARGES**

WHEREAS, on July 1, 2021, the Coalinga City Council adopted Resolution No. 4037 approving Drought Charges for the period July 1, 2021, through October 31, 2021; and

WHEREAS, the Coalinga City Council now desires to rescind those Drought Charges.

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

1. The Drought Charges for the period of July 1, 2021, through October 31, 2021, are rescinded.
2. City of Coalinga Utility Account Holders may request, in writing to the City of Coalinga Financial Services Department, within thirty days of the adoption of this Resolution, a refund of Drought Charges paid to the City of Coalinga for the period of July 1, 2021, through October 31, 2021.
3. Any Drought Charges paid by City of Coalinga Utility Account Holders that are not requested as refunds will be credited to the applicable utility account.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the **2nd day of December 2021**, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk/Deputy City Clerk

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

Subject: Authorize City Manager to Execute a Memorandum of Understanding Between the City of Coalinga and Bird Rides, Inc. for the Deployment of Electric Stand Up Scooters in the City of Coalinga

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Authorize City Manager to execute a Memorandum of Understanding with Bird Rides, Inc. for the Deployment of Electric Stand Up Scooters in the City of Coalinga.

II. BACKGROUND:

The City of Coalinga was approached by bird Scooters earlier this year requesting to implement a program to make it available for Bird Scooters to deploy at least 25 electric stand up scooters in the City. A representative from Bird Scooters presented to the City Council at their August 19, 2021 meeting to discuss what bird scooter are and what a deployment in the City of Coalinga would look like.

After the council meeting, the council recommended that staff work with Bird Rides Inc. to negotiate an Memorandum of Understanding (MOU) for the deployment of Bird Scooters in the City limits.

III. DISCUSSION:

Staff worked to Bird Rides, Inc to develop an MOU that would allow for a safe and reasonable deployment of electric stand up scooters in the City under a "pilot" type program to see if the deployment of these scooters will organically integrate into the City's active an alternative transportation planning efforts.

The MOU is an agreement between Bird Rides and the City to Provide a mechanism to deploy scooters in the City. It includes a scope, number of scooters, riding and parking restrictions/advisements, hours of operation, insurance, indemnification and a termination clause.

Since this is designed to be a pilot type effort, the term of the agreement is until January 2024, but the termination clause only requires (30) days notice by either party without cause. Staff feels that this approach works for both parties to ensure that the deployment is satisfactory to both parties.

IV. ALTERNATIVES:

- Do not authorize the City Manager to execute an MOU with Bird Rides and direct staff accordingly.

V. FISCAL IMPACT:

There is no financial commitment from the City of Coalinga to execute this MOU. There merely authorizes Bird Rides to deploy a stand up scooter program in the City.

ATTACHMENTS:

File Name	Description
Bird_+_Coalinga_MOU_-_Coalinga_Edits_120221.pdf	Bird Scooters MOU Signed

Memorandum of Understanding (MOU) Between the City of Coalinga and Bird Rides, Inc to Provide Stand-up Electric Scooters in the City of Coalinga

The City of Coalinga ("City") will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until January 1, 2024 unless terminated as set forth below.

AGREEMENT

1) **Scope:** This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within the City of Coalinga's jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City of Coalinga in violation of this Agreement.

2) **Electric Shooter Deployment and Devices Defined:** Bird Rides, Inc. shall provide a minimum of twenty-five (25) stand up electric scooters at launch. Shared electric scooters shall mean a device weighing less than 150 pounds, that has handlebars, an electric motor, is solely powered by the electric motor and/or human power, and has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor. Vehicles shall be limited at no less than 15 mph.

3) **Laws of the Road/Parking:** Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths.

- Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths.
- Users of Stand-up electric scooters shall be 18 or older.
- Users of Stand-up electric scooters who violate these provisions may be fined by the City of The City of Coalinga consistent with fines for cyclists.
- Users shall not block ADA paths of travel and maintain clear paths.
- Users shall not parked shared scooters in transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks; Loading zones; Disabled parking zone; Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs); Curb ramps; Entryways; and Driveways.

4) **Contact Information:** Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.

5) **Hours of operation:** Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time).

6) **Safety Education:** Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.

7) **Data sharing:** Bird Rides, Inc. will provide data to The City of The City of Coalinga as necessary to assist with monitoring program usage.

8) **Indemnification:** Bird Rides, Inc. agrees to indemnify, defend and hold harmless The City of Coalinga and the City's employees, agents and affiliates from and against all actions, damages or claims brought against the City of Coalinga arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of the City's employees', agents' or affiliates' negligence or willful misconduct. The City of Coalinga expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any indirect damages against the City. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement, but shall be triggered upon the filing of a lawsuit or claim pursuant to California Government Code 900 et seq. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. The City's right to indemnification shall be contingent on The City of Coalinga notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; The City of Coalinga shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) **Independent Contractors:** In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

10) **Facilitation of Local Operations:** The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

11) **Insurance:** Bird Rides, Inc. shall provide the City of Coalinga with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City of Coalinga, Workers' Compensation coverage of no less than the statutory requirement.

This agreement shall be governed by and construed in accordance with the laws of the state of California. The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Coalinga, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Bird Rides Inc including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Bird Rides Inc's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, Bird Rides Inc's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Coalinga, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Bird Ride's Inc insurance and shall not contribute with it.

Notice of Cancellation

Bird Rides Inc. shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Bird Rides Inc shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Bird Rides Inc hereby grants to City a waiver of any right to subrogation which any insurer of said Bird Rides Inc may acquire against the City by virtue of the payment of any loss under such insurance. Bird Rides Inc agrees to obtain any endorsement that may be necessary to affect 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. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Bird Rides Inc to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Bird Rides Inc shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bird Rides Inc'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.

Subcontractors

Bird Rides Inc shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12) **Notices:** All notices and communications to the City of Coalinga from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below:

City of Coalinga

City of Coalinga
155 West Durian
Coalinga, CA 93210
Attn: City Manager
Email: mtrejo@coalinga.com

Bird Rides Inc.

Bird Rides, Inc.
406 Broadway, Ste 369
Santa Monica, CA 90404
Attention Legal Department
Email: birdlegal@bird.co

13) **Termination:** Either party may terminate this agreement at any time and without cause upon (30) days prior written notice to the address above or my electronic transmission.

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

Bird Rides, Inc.

By: _____
[NAME], [POSITION]

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

Subject: Direct Staff to Initiate a Zoning Text Amendment to have the Planning Commission Review and Recommend Changes to the Zoning Regulations as it Relates to Dry Cleaning, Towing and Impound Facilities

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Direct staff to Initiate a Zoning Text Amendment to have The Planning Commission Review and Recommend Changes to the Zoning Regulations as it Relates to Dry Cleaning and Towing and Impound Facilities.

II. BACKGROUND:

Staff has received a few inquiries about locating a dry-cleaning operation in Coalinga but staff has found that the definitions and land use classifications are vague as it relates to differentiating dry cleaning outlet locations for pick up and drop off and dry cleaning plants that process and clean the laundry.

Towing and Impound Facilities have also been of interest, however, the zoning is extremely restrictive in terms of location that, from staff perspective is problematic when considering locating such a use.

III. DISCUSSION:

Dry Cleaning Facilities

The City has (2) definitions that address dry cleaning facilities:

Industry, limited. Establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. This classification includes operations such as manufacturing finished parts or products primarily from previously prepared materials; commercial laundries and **dry cleaning plants**; mobile home manufacturing; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services. This classification includes the cultivation, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products.

Personal services. Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops, massage parlors, tattoo parlors, seamstresses, tailors, **dry cleaning agents (excluding large-scale bulk cleaning plants)**, laundromats, shoe repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies.

Industry limited talks about dry cleaning plants where personal services allows for dry cleaning agents but

excludes large-scale plants but does not particularly speak to whether small equipment would be permitted in a commercial location that include pick-up and drop-off.

Staff would like authorization from the City Council to initiate a zoning text amendment and have staff work with the Planning Commission to develop language that would clarify land use permissibility for dry cleaners and dry cleaning plants and further specify when equipment may be permitted at a smaller operation (outlet or agent) and what would constitute a large or smaller scale plant.

Tow and Impound

- Towing and impound establishments are defined as establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services. (For automobile/dismantling, see salvage yards).

Currently, Towing and Impound uses are permitted in the City but only in the Manufacturing Business Heavy (MBH) designation. The issue is that there are only 2 parcels in the City that are zoned in that district and that is the existing garlic plant and the land directly to the south. Staff is requesting that the City consider amending the land use table to allow towing and impound establishments in the Manufacturing Business Light districts subject to a conditional use permit to expand their ability to locate in Coalinga.

IV. ALTERNATIVES:

- Do not direct staff to initiate a zoning text amendment.

V. FISCAL IMPACT:

There is not anticipated costs associated with this effort other than staff time and environmental filing at the conclusion of the ordinance change which is nominal at approximately \$50.00.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Authorize a Change in Vehicle Type and Allocation Under the City's Existing Fleet Management Contract with Enterprise
Meeting Date: December 2, 2021
From: Maissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

The City Manager is requesting council authorization to amend the vehicle types under the City's existing fleet management contract with enterprise based on industry conditions.

II. BACKGROUND:

The City's current fleet is negatively impacting the overall budget and fleet operations. Here are some statistics from the review of the current fleet conduction in preparation of this proposal:

- 44% of the light and medium duty fleet is currently 10 years or older.
- 35% of the light and medium duty fleet is 6 years or older.
- 10.3 years is the current average age of the fleet.
- 17 years-time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

On August 5, 2021 the City Council Authorized the City Manager and Financial Services Director to execute an agreement with Enterprise Fleet Management to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Based on the initial proposal presented to Council the City will be able to reduce its fuel costs by 28% and reduce maintenance costs from \$135.00 on average to \$55.42 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value.

44% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control. The City now has a dedicated, local team to proactively manage and develop the fleet while delivering the highest level of customer service to facilitate the day-today needs.

On September 2, 2021 the City authorized staff to proceed with the purchase of new vehicles under the existing fleet management contract with Enterprise for Public Works, Utilities, Police and Fire. Due to the ongoing pandemic the automotive industry is contently changing and orders are being cancelled or delayed. Staff was contact by its client strategy manager that the Dodge Rams that were originally ordered are no longer being manufactured and unavailable and that the City's original choice of vehicle, Ford, is now available.

III. DISCUSSION:

The Police Department, Fire Department and Public Works Department have been working with Enterprise to analyze their current fleet and determine a replacement need for each Department. Below is an updated analysis based on switching from Dodge to Ford Vehicles:

Fire Department

The Fire Department is requesting to replace three (3) vehicles and adding one (1) for the new Division Chief. The current fleet is a 2014 Chevy Tahoe, 2014 Chevy Silverado and a 2000 Ford Expedition which is now inoperable due to blown transmission. The four (4) new vehicles will be 2 Ford Explorers and 2 Ford F-150's with the following lease terms:

- Fire Chief (24 months)
- Division Chief (24 months)
- Staff vehicle (60 months)
- Staff Vehicle (60 months)

The funds will be coming out of my major machinery and equipment fund which has \$60,000. There will be a cost of approximately \$12,659 this fiscal year for the leases as the equity from the sale of the 2 vehicles (approx. \$20,216) will help offset the cost of the (3) leases, however there will be an additional onetime outfit of emergency lights, radios, and decals for approximately \$30,000 for all 4 vehicles this fiscal year. Starting next fiscal year the annual cost for these vehicles will be \$32,875.

The updated total cost of these vehicles for the 2021-2022 fiscal year will be \$20,570 which includes 6 months of lease payments of \$10,787 - the equity gain of \$20,216 from sale of old vehicles plus a onetime cost to outfit lights, radios, and decals for approximately \$30,000 for all (4) vehicles. This cost for the Ford F-150's is approximately \$2,500 less than the Dodge Rams. In FY23 the total lease outlay costs will be \$21,574. These vehicles will all be on 60 month leases.

Public Works Department

The Public Works and Utilities Department is looking to replace (8) vehicles ranging from 11 years old to 27 years old. The existing fleet comprises of Chevy Silverado's, Ford F-150's and a Ford Ranger. These vehicles have been in the fleet for several years with various issues from deteriorating interiors/exterior, high repair costs, reliability issues to vehicles being inoperable. A detailed list of vehicles, mileage, pictures and trade-in value is attached. The eight (8) new vehicles will all be Ford F-150 4x4 with regular cab.

The funds to cover the annual lease payments for these vehicle will come from the major machinery and equipment fund which has \$300,000 budgeted with approved expenditures for three (3) new vehicles at the cost of \$100,000. This was the plan prior to the execution of the Fleet Management Program Agreement.

The updated total cost of these vehicles for the 2022 fiscal year will be \$14,322 which includes 6 months of lease payments of \$27,840 - the equity gain of \$29,488 from sale of old vehicles plus a onetime cost to outfit lights, tool boxes, and decals on the trucks for approximately \$16,000 for all (8) vehicles. This cost for the Ford F-150's is slightly lower than the Dodge Rams. In FY23 the total lease outlay costs will be \$55,680. These vehicles will all be on 24 month leases.

Police Department

The Police Department is requesting to replace a 2012 Chevy Silverado (140,000 miles). The new vehicle will be a Ford F150 Super Crew 4x4 with a 60 mo. lease term for the detective. The department is also

requesting to replace a 2012 Chevy Caprice PPV with (60,000 miles). The new vehicle will be a Ford Explorer PPV with a 60 mo. Lease term for Admin.

The funds for both these vehicles will be coming out of major machinery and equipment fund which has \$45,000. There will be a cost of approximately \$6,838 this fiscal year for the (2) leases (6 months) which includes the equity gained from the sale of the existing vehicles and the additional onetime outfit costs of emergency lights, radios, and decals for approximately \$10,000 (for both vehicles) for the replacement vehicle this fiscal year. Starting next fiscal year the annual cost for these vehicles will be \$14,076.00

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

Fire Department

The updated total cost of these vehicles for the 2021-2022 fiscal year will be \$20,570 which includes 6 months of lease payments of \$10,787 - the equity gain of \$20,216 from sale of old vehicles plus a onetime cost to outfit lights, radios, and decals for approximately \$30,000 for all (4) vehicles. This cost for the Ford F-150's is approximately \$2,500 less than the Dodge Rams. In FY23 the total lease outlay costs will be \$21,574. These vehicles will all be on 60 month leases.

Public Works Department

The funds to cover the annual lease payments for these vehicle will come from the major machinery and equipment fund which has \$300,000 budgeted with approved expenditures for three (3) new vehicles at the cost of \$100,000. This was the plan prior to the execution of the Fleet Management Program Agreement.

The updated total cost of these vehicles for the 2022 fiscal year will be \$14,322 which includes 6 months of lease payments of \$27,840 - the equity gain of \$29,488 from sale of old vehicles plus a onetime cost to outfit lights, tool boxes, and decals on the trucks for approximately \$16,000 for all (8) vehicles. This cost for the Ford F-150's is slightly lower than the Dodge Rams. In FY23 the total lease outlay costs will be \$55,680. These vehicles will all be on 24 month leases.

Police Department

The funds will be coming out of my major machinery and equipment fund which has \$45,000. There will be a cost of approximately \$1,383.00 this fiscal year for the lease (6 months) of a Ford F-150 4x4 as the equity from the sale of the 2012 Chevy 1500, Silverado (appox. \$7,000) will help offset the cost of the lease, however there will be an additional onetime outfit of emergency lights, radios, and decals for approximately \$5,000 for the replacement vehicle this fiscal year. Starting next fiscal year the annual cost for this vehicle will be \$6,766.00.

There will be a cost of approximately \$5,455.00 this fiscal year for the lease (6 months) of a Ford Explorer and the equity from the sale of the 2012 Chevy Caprice PPV (appox. \$3,200) will help offset the cost of the lease, however there will be an additional onetime outfit of emergency lights and radios for approximately \$5,000 for the replacement vehicle this fiscal year. Starting next fiscal year the annual cost for this vehicle will be \$7,310.00

ATTACHMENTS:

File Name	Description
📎 UPDATED_FORD_FY2022_Fleet_Replacement_Analysis_for_Council.xlsx	UPDATED FORD FY2022 Fleet Replacement Analysis for Council

Public							
Unit #	Year	Make / Model	VIN	MIS	Annual Mileage	Current Mileage	Current Est Value
19*	2008	Chevy Silverado	1GCEC14028Z211138	162	4,369	58,986	(\$9,100)
20	2008	Chevy Silverado	1GCFC14018Z210045	162	6,339	85,577	(\$8,100)
21	2010	Ford F-150	1FTMF1CW3AKE38099	138	4,978	57,242	(\$7,500)
46	2007	Ford F-150 XL	1FTRF12247KB40786	174	5,234	75,893	(\$4,400)
34	1994	Ford Ranger	1FTCR14X8RPC24184	330	3,408	93,724	(\$2,000)
47	2007	Ford F-150 XL	1FTRF12287KB40788	174	3,793	55,000	(\$5,000)
127	2007	Ford F-150	1FTRF12267KB40787	174	13,015	188,713	(\$500)
123*	2008	Chevrolet Silverado	1GCEC14058Z198725	162	12,854	173,523	(\$2,200)
TOTAL ANTICIPATED EQUITY GAIN							(\$38,800)

TOTAL ANTICIPATED EQUITY GAIN							
Unit #	Year	Make / Model	VIN	MIS	Annual Mileage	Mileage	Current Est Value
7250	2000	Ford Expedition	1FMRU15L5YLC02682	258	9,767	210,000	\$0
7252	2014	Cheverolet 1500	1GCVKPEC5EZ305055	90	5,329	39,969	(\$14,600)
7251	2014	Chevrolet Tahoe	1GNSK2E02ER184682	90	9,333	70,000	(\$12,000)
TOTAL ANTICIPATED EQUITY GAIN							(\$26,600)

Unit #	Year	Make / Model	VIN	MIS	Annual Mileage	Mileage	Current Est Value
237	2012	Chevrolet 1500	1GCRCEA0DZ133539	114	8,433	80,110	(\$10,000)
	2012	Chevrolet Caprice PPV		114	6,316	60,000	
TOTAL ANTICIPATED EQUITY GAIN							(\$10,000)

c Works & Utilities Department

12M Est Mileage	12M Est Value		Year	Make / Model	Down Payment
63,355	(\$6,916)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
91,916	(\$6,156)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
62,220	(\$5,700)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
81,127	(\$3,344)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
97,132	(\$1,520)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
58,793	(\$3,800)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
201,728	(\$380)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
186,377	(\$1,672)		2022	Ford F-150 4x4 Regular Cab 6.5 ft. box 122 in WB	\$0
	(\$29,488)		TOTAL LEASE EXPENSE		

Fire Department

12M Est Mileage	12M Est Value		Year	Make / Model	Down Payment
219,767	\$0		2022	Ford Explorer 4dr 4x4	\$0
45,298	(\$11,096)		2022	Ford F-150 4x4 SuperCrew Cab 5.5 ft box 145 in. WB	\$0
79,333	(\$9,120)		2022	Ford Explorer 4dr 4x4	\$0
			2022	Ford F-150 4x4 SuperCrew Cab 5.5 ft box 145 in. WB	\$0
	(\$20,216)		TOTAL LEASE EXPENSE		

Police Department

12M Est Mileage	12M Est Value		Year	Make / Model	Down Payment
88,543	(\$7,000)		2022	Ford F-150 4x4 SuperCrew Cab 5.5 ft box 145 in. WB	\$0
66,316			2022	Ford Explorer 4dr 4x4	\$0
	(\$7,000)		TOTAL LEASE EXPENSE		

Outlay without

Monthly Outlay	Annual Outlay	Term
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
\$580	\$6,960	24 Month
	\$55,680	

Monthly Outlay	Annual Outlay	Term
\$617	\$7,404	60 Month
\$564	\$6,766	60 Month
\$617	\$7,404	60 months
\$564	\$6,766	60 months
	\$21,574	

Monthly Outlay	Annual Outlay	Term
\$564	\$6,766	60 Month
\$609	\$7,310	60 Month
	\$14,076	

Annual Outlay \$91,330
 at 2 additional units \$84,021

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

Subject: Declare Two Chevrolet Caprice Cars as Surplus and Authorize Disposal
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

I. RECOMMENDATION:

Staff recommends council declare surplus of two 2012 Chevy Caprice police cars and authorize disposal.

II. BACKGROUND:

On March 18, 2021, Council approved the purchase of new police vehicles using the COPS grant and taking a 2012 Chevy Caprices off line.

III. DISCUSSION:

The police department is requesting to surplus two (2) 2012 Chevy Caprice police vehicles and request to sell Unit 29 to Firebaugh PD.

The two 2012 Caprices have no air conditioning and other mechanical problems. Parts are no longer made for these vehicles as the Australian based manufacturer who contracted with Chevrolet went out of business. The last time we had one that needed repair, it was in the shop for several months waiting on parts.

I have been contacted by Firebaugh PD in which they have requested to purchase Unit C29 for \$6,000.00, due to one of their patrol vehicles breaking down and unable to be repaired. Unit C29 is a 2012 Chevy Caprice marked patrol car in which Firebaugh PD would like to purchase. The patrol radio in this vehicle will be removed from this vehicle as it is a new P25 upgraded radio which will be used in one of our new patrol vehicles once we finish the upgrade to the departments new radio system. Proceeds from this vehicle will go towards funding the police K9 program.

The other vehicle will be disposed of via silent auction to highest bidder.

IV. ALTERNATIVES:

Council may deny.

V. FISCAL IMPACT:

With the sale of the vehicle to Firebaugh Police Department, the City would receive funds of 6,000.00 to the K-9 fund.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Receive Report and Approve a Regulatory Permit to ST Green Corporation, for Cannibas Cultivation, Manufacturing and Distribution
Meeting Date: June 3, 2021
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

I. RECOMMENDATION:

The Coalinga Police Chief recommends approval of a regulatory permit for ST Green Corporation for canaibias cultivaiton, manufacturing and distribution permit, which will be located at 9840 Cody Street., Coalinga, CA 93210.

II. BACKGROUND:

The Police Chief has reviewed the regulatory permit application for St Green Corporatiion and has found no issues to disqualify the regulatory permits.

III. DISCUSSION:

St Green Corporation is an applicant for an adult-use and medicinal commercial cannabis cultivation, manufacturing and distribution business and will be located at 9840 Cody Street.

This application has been approved for a CUP by the Planning Commission at its .

The Police Department has completed all the backgrounds on all employees and owners. All parties involved have met the minimum qualifications required by city ordinance and state law. Staff recommends approval of a regulatory permit to be issued to ST Green Corporation for cannabis cultivation, manufacturing, and distribution.

IV. ALTERNATIVES:

Do not issue the permit.

V. FISCAL IMPACT:

Possible increased tax revenue to the City of Coalinga.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Authorize Assistant City Manager to Execute Engineering Task Orders with the City Engineer for Preliminary Engineering and Construction Engineering Services for Multiple Street-Related Projects

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Council Authorization for the Assistant City Manager to Execute multiple task orders with the City Engineer for Preliminary Engineering and Construction Engineering Services for the following projects:

- ATP, Trails Project Segments 3, 4, and the west portion of 9 - Design Engineering and Construction Engineering
- CMAQ, Trails Project Segments 1, 2, 13, and 14 - Design Engineering and Construction Engineering
- CMAQ, Alley Paving 38-44 - Design Engineering and Construction Engineering
- STBG, Polk Street (Elm to City Limits) - Construction Engineering
- CMAQ, Trials Project Segments 10-12 - Construction Engineering

II. BACKGROUND:

The City has been awarded multiple federally and state funded projects that require the services of the City Engineer to provide design engineering services as well as construction engineering services. Under the City's current agreement with Tri-City Engineering, task orders are required to be provided to staff for approval prior to work commencing.

III. DISCUSSION:

The City Engineer will be providing Civil Engineering Design and/or Construction Engineering/Management Services for the following projects:

- ATP, Trails Project Segments 3, 4, and the west portion of 9 - Design Engineering and Construction Engineering
- CMAQ, Trails Project Segments 1, 2, 13, and 14 - Design Engineering and Construction Engineering
- CMAQ, Alley Paving 38-44 - Design Engineering and Construction Engineering
- STBG, Polk Street (Elm to City Limits) - Construction Engineering
- CMAQ, Trials Project Segments 10-12 - Construction Engineering

Staff has attached a copy of all the task orders listed above.

IV. ALTERNATIVES:

- None at this time.

V. FISCAL IMPACT:

The design engineering and construction engineering/management costs are reimbursable under the corresponding grant and shall not have an impact on the general fund. The local 11.47% match will be derived from the various street funds (Measure C, TDA, SB1).

ATTACHMENTS:

File Name	Description
2826_Work_Order_Design_Engineering_Coalinga_Perimeter_Multi_Trails.pdf	ATP Trails 3-4-9 Design Task Order
2826_Work_Order_Construction_Engineering_Coalinga_Perimeter_Multi_Trails.pdf	ATP Trails 3-4-9 Construction Eng Task Order
2761WO~2.PDF	CMAQ Trails 1-2-13-14 Design Task Order
2761WO~1.PDF	CMAQ Trails 1-2-13-14 Construction Eng Task Order
2860_Work_Order_Construction_Management.pdf	CMAQ Alleys 38-44 Construction Eng Task Order
2860_Work_Order_Design_Engineering.pdf	CMAQ Alleys 38-44 Design Eng Task Order
2859_2021_Work_Order_Construction_Engineering_Polk_-_Elm_to_Monterey_NEW.pdf	Polk Street - Elm to CL Construction Eng Task Order
2790_Work_Order_Construction_Engineering_West_Coalinga_Multi_Trails_NEW.pdf	CMAQ Trails 10-12 Construction Eng Task Order

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 2021 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ATP4 Coalinga Perimeter Multi-use Trail – Segments 2, 3 & the west section of 9. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Develop final design and analysis for City staff review; includes Multi-Trail construction in Coalinga from downtown at First St. and Forest Ave. to Los Gatos Creek and south of town at Lucille and Elm Avenues to Forest Ave. and Pacific St.; Prepare Preliminary construction cost estimates, City Staff meetings to review design, issues and costs.
- Prepare 1 set of Multi-Trail Improvement Plans; includes design engineering and final working drawings of Perimeter Multi-Trail segments, 14'-wide bicycle/pedestrian trails to complete approximately 0.95 miles (5,000 linear feet) of Coalinga's perimeter trail and loop-and-spur network, Curb Ramps, Curb Returns and Traffic Striping, Signage.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for New Multi-Trail Improvements and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including "Request for Information" through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.
- Topographic Field Survey; includes; sub-consultant provided topographic field survey of project limits, survey data reduction and calculations, Topographic Survey Base Map layout and preparation.
- Federal Compliance: Federal Authorizations; Preliminary Engineering, Construction, Right of Way Package, Environmental, Award Package, Close Out Package and processing reimbursements through Caltrans.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$65,000.00

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

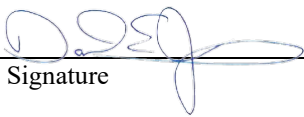
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By 	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Marissa Trejo</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u>	Address:	<u>155 W. Durian Ave</u>
	<u>Fresno, CA 93722</u>		<u>Coalinga, CA 93210</u>

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 2021 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ATP4 Coalinga Perimeter Multi-use Trail – Segments 2, 3 & the west section of 9. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Federal Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$58,500.00

Sub-Consultant provided Soils Engineering. R-Value/Compaction Testing Fee:

\$7,500.00

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

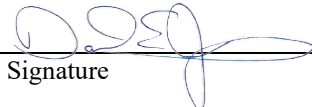
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

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Consultant:	By 	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Marissa Trejo</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u>	Address:	<u>155 W. Durian Ave</u>
	<u>Fresno, CA 93722</u>		<u>Coalinga, CA 93210</u>

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 20 21 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: CMAQ Northwest Coalinga Multi-use Trail – Segments 1,2,13&14. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Develop final design and analysis for City staff review; includes Multi-Trail construction on Phelps Ave from Posa Chanet to Gregory Way (Segment 1 East), Southside of Los Gatos Creek from Elm Ave to former railroad corridor (Segment 2), Northside of Cambridge Ave from Monterey Ave to e/o Sunset St (Segment 13), and Northside of Coalinga Sports Complex from e/o Sunset St to Elm Ave (Segment 14); Prepare Preliminary construction cost estimates, City Staff meetings to review design, issues and costs.
- Prepare 1 set of Multi-Trail Improvement Plans; includes design engineering and final working drawings of Multi-Trail segments, Curb Ramps, Curb Returns and Traffic Striping, Signage.
- State Water Resources Control Board General Permit; includes preparation of NPDES General Permit (NOI), Rainfall Erosivity Waiver, Contractor Compliance.
- Prepare Bidding Documents and Final Engineers Cost Estimate for New Multi-Trail Improvements and Release for Bidding; includes specifications, addendums, public advertising of project.
- Provide Project Management during bidding process including “Request for Information” through advertisement period. Supervise Contractor Bid opening and develop Contractor bids spread sheet summary for City Manager review. Prepare draft staff report for City Council Public Hearing and assist City Manager with award of bid.
- Topographic Field Survey; includes; subconsultant provided topographic field survey of project limits, survey data reduction and calculations, Topographic Survey Base Map layout and preparation.
- Federal Compliance: Federal Authorizations; Preliminary Engineering, Construction, Right of Way Package, Environmental, Award Package, Close Out Package and processing reimbursements through Caltrans.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$132,500.00

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 2021 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: CMAQ Northwest Coalinga Multi-use Trail – Segments 1,2,13&14. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Federal Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$77,200.00

Sub-Consultant provided Soils Engineering. R-Value/Compaction Testing Fee:

\$7,500.00

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

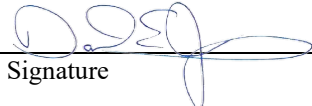
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By 	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Marissa Trejo</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u>	Address:	<u>155 W. Durian Ave</u>
	<u>Fresno, CA 93722</u>		<u>Coalinga, CA 93210</u>

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 20 21 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: 7 Alleys on various streets. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Coordinate Product Submittals between Contractor and Construction Engineer in compliance with the Project Plans and Specifications. Prepare bidding documents and final engineers Cost Estimate for 7 alleys, release for bidding; includes specifications, initiating advertising to Hanford Sentinel.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values, Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Federal Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.
- Construction Inspection: Provide weekly inspection of the construction and the contractors operations. Review daily inspection field reports. Verify actions of the contractor. Clarify the continuity of the work (working days, delays, activities)

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$67,700.00

\$7,500.00

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 2021 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: 7 Alleys on various streets. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

- I. Scope of Services. The Consultant's services will consist of the following:
- Prepare 1 set of Alley Improvement Plans; includes design engineering and final working drawings of 7 alleys with new AC pavement section; includes new concrete valley gutter segments and concrete alley approaches.
 - Provide State Water Resources Control Board General Permit; includes preparation of NPDES general permit (NOI), develop Storm Water Prevention Plan (SWPPP), Erosion Control Plan, contractor compliance and related implementation cost estimates.
 - Prepare bidding documents and final engineers Cost Estimate for 7 alleys, release for bidding; includes specifications, initiating advertising to Hanford Sentinel.
 - Provide project management during bidding process including "Request for Information through advertisement period. Assist construction manager with bid opening.
 - Topographic Field Survey; includes subconsultant provided topographic field survey data, management of surveyor provided field survey data; survey quality control review of surveyor provided field survey data, survey data reduction and calculations, topographic survey base maps layout and preparation.
- II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.
- III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$106,000.00

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer) upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

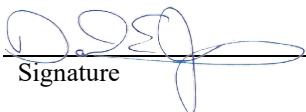
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Backcharges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By 	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Marissa Trejo</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u>	Address:	<u>155 W. Durian Ave</u>
	<u>Fresno, CA 93722</u>		<u>Coalinga, CA 93210</u>

Reference: 2860

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 2021 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: Polk Street Reconstruction – Phase II Total Project – Elm Avenue to 500' west of Monterey Avenue. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Federal Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$60,600.00

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer)

upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

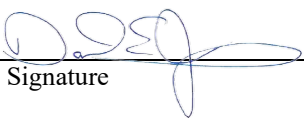
Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

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Collection Costs. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, and expenses, court costs, collection bonds and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this agreement or any earlier termination by either party.

Set-offs, Back charges, Discounts. Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by the Consultant. Payment to the Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant:	By 	Client:	By _____
	Signature		Signature
Name:	<u>Daniel E. Jauregui</u>	Name:	<u>Sean Brewer</u>
	For: Tri City Engineering		For: City of Coalinga
Title:	<u>President</u>	Title:	<u>Assistant City Manager</u>
Address:	<u>4630 W Jennifer Ave #101</u>	Address:	<u>155 W. Durian Ave</u>
	<u>Fresno, CA 93722</u>		<u>Coalinga, CA 93210</u>

Reference: 2859

PROFESSIONAL SERVICES WORK ORDER

This agreement entered into the _____ day of _____, 2021 between City of Coalinga (hereinafter called the Client) and the Consultant Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: CMAQ West Coalinga Multi-Trail – Monterey Ave from Cambridge to Lucille. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated October 26, 2021 which is fully incorporated herein by reference.

I. Scope of Services. The Consultant's services will consist of the following:

- Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
- Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
- Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
- Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Public Works Inspectors provided daily photographs documenting the progress of the work.
- Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
- Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with Federal funding and City of Coalinga funding procedures for City approval. Maintain Federal Funding reporting compliance in accordance with Caltrans Local Assistance Program Guidelines.

II. Additional Services. Any services not specifically provided for under Section I above shall be Additional Services. Only if mutually agreed to in writing by client or consultant shall consultant perform such additional services.

III. Consultant's Compensation. In consideration for Consultant providing the services noted above, the Client agrees to compensate the Consultant as follows:

\$46,000.00

Retainer. The Client shall make an initial payment of -0- dollars (\$0.00) (retainer)

upon execution of this Agreement. This retainer shall be held by the Consultant and applied against final invoices.

Payment Due. Invoices shall be submitted by the Consultant monthly, are due upon presentation, and shall be considered past due if not paid within ten (10) calendar days of the due date.

Interest. If payment in full is not received by the Consultant within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

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In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Consultant: By _____
Signature

Name: Daniel E. Jauregui
For: Tri City Engineering

Title: President

Address: 4630 W Jennifer Ave #101

Fresno, CA 93722

Client: By _____
Signature

Name: Marissa Trejo
For: City of Coalinga

Title: City Manager

Address: 155 W. Durian Ave

Coalinga, CA 93210

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

Subject: Approve Contract for Services with Streamline Automation Systems
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

City Manager and Fire Chief recommend City Council approve the software licensing agreement between the City of Coalinga Fire Department and Streamline Automation Systems and authorize the Fire Chief to sign the agreements on behalf of the City.

II. BACKGROUND:

The software licensing agreement between the Fire Department and Streamline Automation Systems is for the use and licensing of their fire prevention and inspection software. This software allows for fire inspectors to use a cloud-based application that utilizes user-defined parameters for field fire and life safety inspections with additional features such as electronic billing, email notifications, follow-up reminders and immediate access to fire code references.

III. DISCUSSION:

The current procedure for fire inspections requires the use of numerous paper forms which are housed in file cabinets within the Fire Department. This software allows the Department to move toward a technology-based system where records can be immediately retrieved, stored, and shared between departments.

This technology will allow the Fire Department to become more efficient in fire prevention and inspections by streamlining the process for documenting inspections, notifying customers of upcoming inspections, and assisting with violations and reducing time spent generating handwritten inspection forms and invoices. This also allows the Fire Department to become more environmentally friendly by reducing the need for paper products and will allow for current documents to be digitally stored for future reference.

IV. ALTERNATIVES:

1. Do not accept the contract, in which case the Fire Department will continue to use current practices relating to inspections for fire and life safety.

V. FISCAL IMPACT:

The initial licensing agreement for this software including setup, administrative access and training is \$3,293.00 for the first year. Annual renewal costs have been quoted at \$2,743.00 per year. Additionally, this

software is application-based, therefore an iPad will need to be purchased in the amount of approximately \$1000. Funds were budgeted for this program within the FY 21-22 budget.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> SLI_Year_1_Quote.pdf	Streamline Year 1 Quote
<input type="checkbox"/> SLI_Renewal_Quote.pdf	Streamline Yearly Renewal Quote
<input type="checkbox"/> Streamline_EULA_-_Coalinga_Fire_Department__CA_.pdf	Streamline Contract

Company Address 2271 Lava Ridge Ct
Suite 120
Roseville, CA 95661
US

Phone (916) 297-0205

Quote Name SLI Year 1 Quote

Created Date 11/4/2021

Expiration Date 3/1/2022

Quote Number 00001815

Description Streamline Software as a Service (SaaS), Initial Year Fees for 1 Admin License, 2 iPad License, the Current CA Fire Prevention Code, System Setup of up to 5 Checklists and Data Conversion from our Excel format of up to 2,000 records. Also included 8 1-hour Webinar Training Sessions.

Account Name City of Coalinga Fire Department

Prepared By Damian Regalado

Email d.regalado@firerecoveryusa.com

Bill To Name City of Coalinga Fire Department

Bill To 300 W. Elm Ave
Coalinga, CA 93210

Ship To Name City of Coalinga Fire Department

Product	Line Item Description	Quantity	Sales Price	Total Price
Streamline Cloud Fee		1.00	\$545.00	\$545.00
Streamline Admin Portal License		1.00	\$770.00	\$770.00
Streamline Inspections iPad License		2.00	\$825.00	\$1,650.00
2019 CAL Fire Code		2.00	\$164.00	\$328.00
System Setup	Discounted 100% from \$765	1.00	\$0.00	\$0.00
Data Conversion Services	Discounted 100% from \$500	2,000.00	\$0.00	\$0.00
On-Line Training - 8 Hours	Discounted \$100% From \$595	1.00	\$0.00	\$0.00

Totals

Terms: Net 30

Quote is valid for 90 Days

Subtotal \$3,293.00

Discount 0.00%

Grand Total \$3,293.00

Quote Acceptance Info

Signature: _____

Name: _____

Title: _____

Date: _____

Company Address 2271 Lava Ridge Ct
Suite 120
Roseville, CA 95661
US

Phone (916) 297-0205

Quote Name SLI Renewal Quote

Created Date 10/19/2021

Expiration Date 2/1/2023

Quote Number 00001803

Description "SLI Renewal" QUOTE is for the annual renewal of the software after the initial year. It also includes all licenses, maintenance/support and any ongoing updates to the software.

Account Name City of Coalinga Fire Department

Prepared By Damian Regalado

Email d.regalado@firerecoveryusa.com

Bill To Name City of Coalinga Fire Department

Bill To 300 W. Elm Ave
Coalinga, CA 93210

Ship To Name City of Coalinga Fire Department

Product	Quantity	Sales Price	Total Price
Streamline Cloud Fee	1.00	\$545.00	\$545.00
Streamline Admin Portal License	1.00	\$770.00	\$770.00
iPad Support Renewal	2.00	\$550.00	\$1,100.00
2019 CAL Fire Code	2.00	\$164.00	\$328.00

Totals

Terms: Net 30

Quote is valid for 90 Days

Subtotal \$2,743.00

Discount 0.00%

Grand Total \$2,743.00

Quote Acceptance Info

Signature: _____

Name: _____

Title: _____

Date: _____

LICENSE AND SERVICE AGREEMENT

This License and Service Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the following parties: Streamline Automation Systems, LLC ("Streamline" and "Company"), with its principal place of business at 2271 Lava Ridge Court, Suite 120, Roseville, CA 95661, on the one hand; and The CITY OF COALINGA FIRE DEPARTMENT ("Client"), with its principal place of business at 300 WEST ELM AVE., COALINGA, CA 93210, on the other hand. Streamline and Client are sometimes referred to hereafter individually as "Party" and collectively as "Parties."

RECITALS

- A. Streamline is a California limited liability company that is in good standing with the California Secretary of State.
- B. Streamline is in the business of providing licensing and hosting services with respect to its Licensed Property (as defined in Section 1.1) and Streamline Supplied Software (as defined in Section 1.2).
- C. The Parties have reached certain agreements and an understanding by and between themselves regarding the licensing and hosting of its Licensed Property as more specifically set forth below.

OPERATIVE PROVISIONS

NOW THEREFORE, FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 **LICENSING AND SERVICE**

- 1.1 Licensed Product. Streamline's software, object code versions of software, mobile device software (i.e. app) platform, and related items (collectively, the "Licensed Property") shall be the subject matter of this Agreement. The Licensed Property is more specifically set forth in Exhibit A.
- 1.2 Term. This Agreement shall, unless terminated sooner as provided in this Agreement, be in effect for a one (1) year period commencing on _____ and ending one year after this date (the "Initial Term"). This Agreement shall automatically renew for successive one (1) year terms (the "Extension Terms") under the same terms as provided for in this Agreement unless and until either Party gives written notice to the other Party (in accordance with Section 6.13) of its intent to cancel this Agreement at least thirty (30) days in advance of the last day of the applicable Initial Term or Extension Term, as the case may be. The Initial Term and any applicable Extension Term(s) shall collectively be referred to herein as the "Term."
- 1.3 Grant of Rights by Streamline. Subject to Section 6.8 and Article 2, Streamline hereby grants to Client the non-exclusive, worldwide, non-transferable right and license to use the Licensed Property solely for its business purpose for the Term under the specific terms as more specifically set forth hereafter. Client shall not, and shall not permit others to perform the following:
 - 1.3.1 Modify, copy, or otherwise reproduce the Licensed Property;
 - 1.3.2 Reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code for or structure of the Licensed Property; and
 - 1.3.3 Distribute, sublicense, assign, share, sell, lease, securitize, or otherwise transfer the Licensed Product or Client's right to use the Licensed Product.
 - 1.3.3.1 Client will be held in material breach of this Agreement should Client perform any of the following actions provided in Sections 1.3.1, 1.3.2, and 1.3.3 above.
 - 1.3.3.2 All rights not expressly granted to Client are reserved by Streamline or Streamline's licensors for their exclusive benefit.
 - 1.3.3.3 Client shall provide a list of all individuals employed, contracted, or otherwise associated with Client (individually "User" and collectively "Users") and using the Licensed Product within fourteen (14) days of the Client executing this Agreement. Client shall be required to immediately notify Streamline in writing as to any changes in the number of Users.
- 1.4 Service. Streamline shall provide Client a hosting solution (the "Hosting Solution" or "Solution"), the specifications of which are set forth in Exhibit A ("Hosting Services"), as well as any additional services requested by Client that Streamline can provide, including, but not limited to emergency medical service, inspection or emergency response cost recovery billing services. Any such additional services requested by Client will be memorialized in writing and added as an Exhibit to this Agreement upon acceptance by Streamline.

The terms and availability of the Hosting Services and Solution is more specifically set forth in Article 4. Any future services, in addition to the Hosting Services, that the Parties agree to ("Additional Services"), shall be set forth in a separate written amendment and shall at such time be incorporated into, and become part of this Agreement. The licensing of the Licensed Product as set forth in Section 1.3, the Hosting Services, and the Additional Services shall hereinafter collectively be referred to as the "Service(s)".
- 1.5 License and Service Fee. Client shall be billed via invoice in advance for all applicable fees, including licensing and Service fees, for the following year, which specifications are more specifically set forth in Exhibit B (the "Annual Service and Licensing Fees" or "ASLF"). Payment of the first ASLF shall be made by Client concurrently with the execution of this Agreement by all applicable Parties. The "Annual Remittance Date" is set forth in Exhibit B. All future installments of ASLF after the first has been paid shall be due and payable on the Annual Remittance Date. If payment is not received 60 days from the initial date of this agreement or from the invoice date of the renewal of this agreement a 1.5% surcharge will be assessed per month(s) until payment is received in full. The License and Service Fees do not include a provision for any federal, state or

local taxes. In addition to the License and Service Fees set forth in this Agreement, the Client will be responsible for paying any federal, state or local taxes related to this Agreement however or whenever Company of Client become aware of any such liability.

- 1.6 Failure to Pay ALSF. In the event that Client shall fail to pay the ALSF by the Annual Remittance Date, or in the event there shall exist any delinquency in the Client's account, Streamline reserves the right, in its sole and absolute discretion, to terminate the Agreement and discontinue or suspend all Service to Client upon ten (10) days e-mail notice, without liability for actual compensatory or consequential damages to Client for any interruption in Service. Should Streamline terminate the Agreement as provided in the previous sentence, Streamline shall have the sole and absolute discretion to continue with the terms of the Agreement, as though the Agreement was never terminated in the first place, should all delinquent payments be made by Client to Streamline.
- 1.7 Changes in Fees. Except in the case of a material change in the Services agreed to in writing by both Parties, Streamline shall not raise its Annual Service Fee before the expiration of the Initial Term. Notwithstanding, Streamline shall have the right, from time to time, to revise on a service-by-service basis, after the Initial Term, any of the fees set forth in this Agreement. Revised fees shall take effect on the Annual Remittance Date of that year. (For example, if the Annual Remittance Date is the first of each year and the revised fee schedule is effective on November 5, 2020, then the revised fees and the subsequent revised ALSF shall take effect and be due on December 1, 2020.) Streamline shall provide Client with a 30 (thirty) day notice prior to any proposed pricing increase. In the case of a material change, the Parties shall mutually execute a written amendment regarding the same.
- 1.8 Accepted Use Policy. Client may only use the Services for lawful purposes. In the event Streamline reasonably believes the Service is being used by Client: (a) for any illegal activity; (b) in contravention of any of the terms and provisions of this Agreement; or (c) in contravention of Streamline's Acceptable Use Policy as may be posted from time to time (the "AUP"), then upon such occurrence, Streamline shall have sole and absolute discretion to immediately suspend Service to Client without liability for actual compensatory or consequential damages to Client for any interruption in Service within two (2) business days after providing written notice and a request to cure, which notice shall specify Streamline's good faith and reasonable belief as to why the Service is being used in contravention of this Agreement or the AUP.
- 1.9 HIPAA DISCLAIMER: You may NOT use the Streamline Inspections software application and the cloud-based inspection platform for hosting "protected health information" as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA"). Streamline Inspections software is NOT HIPAA compliant and was not designed for storage of information which is protected under applicable HIPAA rules. Users are solely responsible for any applicable compliance with federal and state laws governing privacy and security of personal data including medical and other sensitive data. We specifically disclaim any representation or warrant that the Software, as offered, complies with the federal HIPAA guidelines. Use of the Software for storage of "protected health information" as defined by HIPAA is a material violation of this Agreement. We do not sign "Business Associate Agreements" and the user of the Software agrees that the Company is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA.
- 1.10 No Lease. This Agreement is a license and services agreement and is not intended to and shall not constitute a lease of any real or personal property.

ARTICLE 2 TERMINATION

- 2.1 Termination for Cause. In the event Client or Streamline breaches any material provision of this Agreement and fails to cure such breach within ten (10) days after written notice thereof, the non-breaching Party may terminate this Agreement immediately by written notice to the other Party. In the event that Client or Streamline: (a) becomes insolvent; (b) files a petition for bankruptcy relief, or has such a petition filed against it (and fails to lift any stay imposed thereby within sixty (60) days after such stay becomes effective); (c) has a receiver appointed with respect to all or substantially all of its assets; (d) makes an assignment for the benefit of creditors; (e) failure to pay ALSF as set forth under Section 1.6; (f) failure to abide by the licensing restrictions set forth under Section 1.3 or Section 1.4; or (g) ceases to do business in the ordinary course; then the other Party may terminate this Agreement immediately by written notice.
- 2.2 Rights upon Termination for Cause. In the event this Agreement is terminated by Streamline for cause, Client shall pay Streamline for all Services through the remaining balance of the Term.
- 2.3 Upon any termination of this Agreement, Streamline shall remove all site content from any Streamline equipment or License. Client acknowledges that in the event of a termination for cause, Streamline does not retain and shall not be responsible for any damage to or loss of Client Site Content or other data
- 2.4 Rights upon Termination without Cause. In the event this Agreement is terminated upon thirty (30) day notice as set forth in Section 1.2, Client shall pay Streamline for all undisputed Services provided to Client up to and including the date of termination.
- 2.5 Removal of Content. Upon any termination of this Agreement, Streamline shall remove all site content and/or any Licensed Product from any of Streamline's equipment or any of Client's equipment carrying the same. Client acknowledges that in the event of a termination of this Agreement, Streamline does not retain and shall not be responsible for any damage to or loss of the Client's site content or other data.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

- 3.1 Streamline Representations. Streamline represents and warrants that it:
- 3.1.1 Shall provide the Services in reasonable conformance with the specifications set forth in this Agreement and the Exhibits;
- 3.1.2 Shall provide the Services in a reasonably professional manner;
- 3.1.3 Has not and shall not infringe(d) upon or misappropriate(d) any third party's copyright, patents, trade secrets, trademark, trade name, or other proprietary or intellectual property right with respect to the Services; and
- 3.1.4 Own(s), or has the authority to use, all hardware, software and other materials necessary to provide the Services described herein.

- 3.1.5 Acknowledges that Client owns the data entered into the system during clients use of the software and data may be provided back to the Client upon termination of this agreement upon written request of the client.
- 3.2 Client Representations. Client and the undersigned signatory for Client represents and warrants that he/she/it:
- 3.2.1 Own(s), or has the authority to use, all hardware, software and other materials regarding the Client Supplied Software;
- 3.2.2 Has full authority to enter into this Agreement on behalf of Client;
- 3.2.3 Shall not use the Services in violation of Section 1.9;
- 3.2.4 Acknowledges and agrees that Streamline has no control of availability of Services on a continuous or uninterrupted basis.
- 3.2.5 Acknowledges and agrees that from time to time the Services may be inaccessible or inoperable for causes beyond Streamline's reasonable control.
- 3.2.6 Acknowledges and agrees that Streamline does not guarantee the integrity of data stored or transmitted via Client's system/hardware or via the Internet.
- 3.2.7 Acknowledges and agrees that Streamline shall not be liable for the inadvertent disclosure of, or corruption or erasure of data transmitted or received or stored on Client's system, unless caused by the gross negligence or illegal misconduct of Streamline, its employees, or anyone or anything under Streamline's reasonable control.

ARTICLE 4

SERVICE LEVEL GUARANTEES AND TERMS

- 4.1 Network Availability Guarantee Scope. Streamline guarantees that it shall maintain one hundred percent (100%) up time, excluding Scheduled Maintenance (as defined in Section 4.2), for facilities and the Streamline network as follows:
- 4.1.1 In the event one or more Client virtual servers are unable to transmit or receive information via the Internet through the front-end network as a result of disruptions to either the data center or the front-end network (a "Covered Outage"), Streamline shall, as Client's sole and exclusive remedy for failure to meet the foregoing guarantee, credit the Client's account for every five (5) consecutive minutes of such Covered Outage with a sum equal to the prorated ALSF for one (1) day of Services for the affected server(s), subject to a maximum credit during any calendar month as limited by Section 4.6 (the "Standard Service Credit"). In no event shall the Scheduled Maintenance be deemed a Covered Outage entitling Client to a Standard Service Credit.
- 4.2 Scheduled Maintenance Scope. "Scheduled Maintenance" shall mean any maintenance at the Streamline data center at which Client's virtual server is located, of which Client is notified at least forty-eight (48) hours in advance. Notice of Scheduled Maintenance shall be provided to Client's designated point of contact via e-mail. The standard window for service-affecting maintenance is between the hours of 12:01 a.m. and 5:00 a.m. local time on a Saturday or Sunday. Streamline shall use reasonable commercial efforts to coordinate with Client when planning any maintenance so as to minimize impact to Client and its customers. "Emergency Maintenance" shall mean any maintenance by Streamline, its subcontractors or service providers that does not meet the definition of Scheduled Maintenance.
- 4.3 Service Availability Guarantee Process. "Network Unavailability" shall be calculated by Streamline each calendar month, and consists of the number of minutes the Streamline network was not available to Client, and shall include unavailability associated with maintenance at the Streamline data center where Client's virtual server is located (other than Scheduled Maintenance). Outages shall be counted as Network Unavailability only if Client opens a trouble ticket with Streamline Client support within five (5) days of the outage. Network Unavailability shall not include any unavailability resulting from: (a) Scheduled Maintenance; (b) the acts or omissions of Client, or any user authorized by Client; (c) the deliberate act of Client or its customers; or (d) reasons of force majeure as set forth in Section 6.9.
- 4.4 Service Replacement Guarantee. If a server experiences an outage directly attributable to the failure of the Streamline system, Streamline shall restore the failed server within one (1) hour of Streamline determining that the virtual server needs to be restored (the "Streamline Hardware Availability Guarantee"). If Streamline does not restore the server within such period, Streamline shall, upon Client's written request, credit Client's account ten percent (10%) of the ALSF, and an additional ten percent (10%) of the ALSF for each additional hour over and above such one hour commitment. The Streamline Hardware Availability Guarantee shall not apply if the failure of the virtual server is as a result of an event of force majeure as set forth in Section 6.9, or if Client is in breach of the Agreement, including, but not limited to, a violation of the AUP.
- 4.5 Exceptions to the Credit Process. Credit shall not be issued due to failures that are, as solely determined by Streamline, in its reasonable judgment, a result of: (a) Scheduled Maintenance and/or Emergency Maintenance and upgrades; (b) violations of the AUP; or (c) Events of Force Majeure as set forth in Section 6.9.
- 4.6 Maximum Credits Available. The total credit available to Client in any particular calendar month shall in no event exceed the ALSF for such month.
- 4.7 Support. Streamline shall maintain a help desk, which shall be the primary point of contact for all queries and communications regarding service level incidents. The help desk shall be contactable by telephone at (888) 659.2249 as well as the Streamline support ticket system, and available 24 hours a day, 7 days a week, 365 days a year (366 days in a leap year).

ARTICLE 5

CONFIDENTIAL INFORMATION

- 5.1 Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean Streamline's proprietary information, including, without limitation, information concerning patents, trademarks, copyrights, or other intellectual property licensed by Streamline, technical data, business methods, software, hardware, product formulas, designs, drawings, customers lists, marketing plans, finances, intellectual property licenses, licensed material, business methods, products, new products, marketing strategies for new products, sales figures, annual reports, financial statements, and all other information provided by Streamline to Client marked "Confidential Information". In the event that Confidential

Information must be provided visually or orally, obligations of confidence shall attach only to that information. Client's obligations hereunder shall not extend to any of the Confidential Information which Client can demonstrate that: (a) was in the public domain at the time it was disclosed, or thereafter passed into the public domain other than by an act in violation of this Agreement by the Client; (b) was known to Client at the time of disclosure, or thereafter became known, provided such knowledge was lawfully derived from a source other than Streamline; (c) was used or disclosed with the prior written approval of Streamline; (d) was independently developed by Client and all such development efforts can be independently documented; (e) was disclosed by Streamline to a third party, or the United States government, without restriction; or (f) is required to be disclosed by law or by court order.

- 5.2 Non-Disclosure. Client shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of Streamline, and this Agreement creates no obligation on Streamline to disclose any of its Confidential Information. Client shall not, without the prior written approval of the Streamline, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit, or to the detriment of Streamline, any of the Confidential Information. Client shall carefully restrict access to the Confidential Information to those of its employees who clearly need such access. Client further warrants and represents that it shall advise each of the persons to whom it provides access to any of the Confidential Information pursuant to the foregoing sentence that such persons are prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit, or to the detriment of Streamline, any of the Confidential Information. Client shall take all necessary action to protect the confidentiality of the Confidential Information, which obligation to protect such confidentiality shall last indefinitely, except for its disclosure pursuant to this Section 5.2, and hereby agrees to indemnify Streamline against any and all losses, damages, claims, or expenses incurred or suffered by Streamline as a result of Client's breach of this Section 5.2. Client represents and warrants that no Confidential Information, or any portion thereof, shall be exported to any country in violation of the United States Administration Act and all regulations thereunder.
- 5.3 Non-Solicitation. Client agrees that for a period of twelve (12) months following the termination of this Agreement, Receiving Party shall not, on behalf of itself or any other person or entity, solicit the Services or services of any person or entity that was engaged or employed by Streamline.
- 5.4 Return of Confidential Information. Any materials or documents which have been furnished by Streamline to Client shall be promptly returned, accompanied by all copies of such documentation, after the termination of this Agreement, or at any time upon Streamline's request. No copies of Confidential Information may be made unless approved in writing by Streamline.
- 5.5 Injunctive Relief. Client understands and acknowledges that its obligations are necessary and reasonable in order to protect Streamline's business and expressly agrees that monetary damages would be inadequate to compensate Streamline for any breach of any covenant or agreement set forth herein. Accordingly, Client agrees and acknowledges that any such violation or threatened violation shall cause irreparable injury to Streamline and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Streamline shall be entitled to obtain injunctive relief against the breach or threatened breach under this Article 5, or the continuation of any such breach, without the necessity of proving actual damages.
- 5.6 Legal Proceedings. If Client is requested or required (by oral questions, interrogatories, requests for information or documents in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Client shall endeavor in good faith to provide the Streamline prompt notice of the request or requirement so that Streamline may at its expense seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other similar remedy or the receipt of a waiver by Streamline, Client determines, in consultation with outside counsel, in good faith that it is nonetheless required to disclose the Confidential Information, Client may, without liability under this Agreement, disclose to the tribunal only that portion of the Confidential Information that it determines is required to be disclosed so long as Client uses reasonable efforts to preserve the confidentiality of the other Confidential Information, including, without limitation by cooperating with Streamline to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the other Confidential Information by the tribunal.

ARTICLE 6 MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein, and shall supersede all prior and contemporaneous agreements, representations and understandings of the Parties regarding such subject matter including, but not limited to, oral agreements.
- 6.2 Binding Effect. This Agreement shall be binding on the Parties to this Agreement, and their heirs, executors, administrators, personal representatives, successors, and assigns.
- 6.3 Recitals. Each of the statements set forth in the Recitals portion of this Agreement shall be deemed for all purposes to be included in the Operative Provisions of this Agreement.
- 6.4 Exhibits, Sections, and Articles. Any references to Exhibits, Sections, or Articles refer to the actual Exhibits, Sections, and Articles within this Agreement.
- 6.5 Incorporation. All Exhibits and documents referenced herein are incorporated herein by their specific reference and made a part hereof.
- 6.6 Waiver. A Party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforcement, or constitute a waiver of future enforcement, of that provision or of any other provision of this Agreement by that Party or any other Party.
- 6.7 Modification. Except as otherwise specifically provided herein, no alteration, modification or interpretation of this Agreement shall be binding unless in writing and signed by all of the Parties. Notwithstanding the foregoing, a modification to this Agreement, the effect of which is to increase or decrease the ALSF by no more than Four Hundred Dollars (\$400) shall be permissible and constitute a binding Agreement modification if same is requested by and acknowledged via e-mail.
- 6.8 Assignment. Except as otherwise specifically provided herein, all of the rights and obligations of the Parties set forth herein are personal to the Parties and none of the Parties may assign his/her/its rights nor delegate his/her/its duties hereunder to any other Party without the express, prior, written consent of the other Parties. Notwithstanding the previous sentence, Streamline may transfer or assign its rights and obligations under this

Agreement to a subsidiary or entity controlling, controlled by or under common control with Streamline or to an entity that acquires Streamline by merger or purchase of all or substantially all of Streamline's assets.

- 6.9 **Force Majeure.** Neither party shall be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, earthquake, flood, embargo, riots, sabotage, fire, labor disturbances, acts of war, acts of terror, radiological, nuclear, chemical, or biological attack, or spread of infectious disease, a new and unforeseeable law or court order that prohibits a party's performance or imposes a substantial and commercially unreasonable burden on a party's performance, or the unavailability of third-party telecommunications or services (after taking all commercially reasonable steps to provide substitutes therefore).
- 6.10 **Indemnification.** The Parties agree that they shall defend, indemnify, save and hold harmless one another from any and all third-party demands, liabilities, losses, costs, claims, suits, causes of actions and legal proceedings (including without limitation government enforcement actions) including reasonable attorney's fees and disbursements, judgments and settlements, (the "Liabilities") against the other Party, its affiliates and their agents, directors, officers, and employees, that may arise or result from: (a) any breach by the indemnifying party of the representations and warranties in the Agreement, the Services provided, performed or agreed to be performed under this Agreement; (b) any injury to person or property caused by any products sold or distributed over equipment, by virtue of the use of the Service, or under the Agreement; (c) any material supplied by either Party infringing or allegedly infringing on the proprietary rights of a third party; or (d) copyright infringement or the infringement of any intellectual property right asserted by a third-party under this Agreement. Each Party will not indemnify and hold harmless one another from negligence or misconduct.
- 6.11 **Limitation of Liability.** Except as otherwise set forth in this Agreement, neither Party shall be liable for any indirect, incidental, exemplary, punitive, or consequential damages under this Agreement, including, without limitation, lost profits, lost goodwill, or lost business, even if such Party has been advised of the possibility of such damages. In no event shall either Party's total liability for any action under this Agreement exceed the total amounts paid by Client during the Term. The limitation of liability shall not apply to any breaches of confidentiality under Article 5.
- 6.12 **No Warranty.** Except for the express representations and warranties set forth in this Agreement, Streamline makes no other representations or warranties and hereby disclaims all responsibility for any situation where the security, the availability, or the stability of the Services is compromised by the Client, site content, or any actions taken by Streamline at the request of Client.
- 6.13 **Notices.** Any and all notices, demands, offers, requests or other communications required or permitted by this Agreement shall be given in writing and sent by hand delivery or registered or certified mail, return receipt requested, with first-class postage prepaid addressed as follows:
- | | |
|-----------------------|----------------------------------|
| If to Streamline: | If to Client: |
| 2271 Lava Ridge Court | CITY OF COALINGA FIRE DEPARTMENT |
| Suite 110 | 300 WEST ELM AVE |
| Roseville, CA 95661 | COALINGA, CA 93210 |
- Any written notice that is required to be made within a stated period of time shall be considered to be timely if delivered or mailed before midnight on the last date of the period.
- 6.14 **Attorney Fees.** If any action at law or in equity or any other proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to reasonable attorney's fees and associated costs.
- 6.15 **Interpretation.** Each Party represents and warrants that each of them has had an opportunity to fully review this Agreement and solicit counsel to assist them with such review. If an attorney has not been solicited by a Party, such Party acknowledges that it has chosen not to solicit an attorney because such Party fully understands the legal ramifications of this Agreement. In the event any disagreement should arise between the Parties regarding the interpretation of any of the provisions of this Agreement, then neither of the Parties shall be entitled to receive any preference by operation of law, or in equity, in the interpretation of such disagreement.
- 6.16 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction; provided, however, that if either of the Parties hereto is thereby denied the substantial benefit of this Agreement, then this Agreement shall be of no further force or effect.
- 6.17 **Effective Date.** The Effective Date is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Streamline the reasonable value of any Services Streamline may have performed for Client.
- 6.18 **Venue.** The Parties hereby consent to personal jurisdiction in any action brought with respect to this Agreement. Each of the Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to conflicts of law principles thereof and that that venue for any action initiated by any of the Parties pertaining to this Agreement shall be the state or federal courts in County of Placer, California. The Parties hereby waive their right to contest this venue and to initiate such a claim in another venue.
- 6.19 **Independent Contractor.** The Parties represent and warrant that Streamline enters into this Agreement, and will remain throughout the Term of the Agreement, as an independent contractor. The Parties represent and warrant that Streamline is not and will not become an employee, partner, agent, or principal of Client while this Agreement is in effect.
- 6.20 **Use of Employees or Subcontractors.** Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Specifically, Company may elect to use Fire Recovery USA, LLC or FRUSA EMS, entities related to Company, to perform the additional services that may be covered by the Agreement as described in section 1.5. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.
- 6.21 **Counterparts and Facsimile Transmission.** This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one and the same Agreement. All fax, digital, mechanical and/or stamped signatures shall be treated as original signatures ("Associated Signature") that are associated with this Agreement, as long as affixed to the particular document with the approval of the person whose signature is represented by the Associated Signature. There shall be a rebuttable presumption that an Associated Signature was affixed to the particular document with the consent of the person whose signature is represented thereby.

- 6.22 Cooperative Purchases. This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except the Company's compensation may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW.

"STREAMLINE"

Streamline Automation Systems, LLC
a California limited liability company

By: _____ Signature
 M. CRAIG NAGLER Print Name
Its: CEO/MANAGER Title
 _____ Date

"CLIENT"

CITY OF COLINGA FIRE EDEPARTMENT

By: _____ Signature
 _____ Print Name
Its: _____ Title
 _____ Date

EXHIBIT A

Hosting Solution shall consist of:



Company Address 2271 Lava Ridge Ct
Suite 120
Roseville, CA 95661
US
Phone (916) 297-0205
Quote Name SLI Year 1 Quote

Created Date 11/4/2021
Expiration Date 3/1/2022
Quote Number 00001815
Description Streamline Software as a Service (SaaS), Initial Year Fees for 1 Admin License, 2 iPad License, the Current CA Fire Prevention Code, System Setup of up to 5 Checklists and Data Conversion from our Excel format of up to 2,000 records. Also included 8 1-hour Webinar Training Sessions.

Account Name City of Coalinga Fire Department
Prepared By Damian Regalado
Email d.regalado@firerecoveryusa.com

Bill To Name City of Coalinga Fire Department
Bill To 300 W. Elm Ave
Coalinga, CA 93210

Ship To Name City of Coalinga Fire Department

Product	Line Item Description	Quantity	Sales Price	Total Price
Streamline Cloud Fee		1.00	\$545.00	\$545.00
Streamline Admin Portal License		1.00	\$770.00	\$770.00
Streamline Inspections iPad License		2.00	\$825.00	\$1,650.00
2019 CAL Fire Code		2.00	\$164.00	\$328.00
System Setup	Discounted 100% from \$765	1.00	\$0.00	\$0.00
Data Conversion Services	Discounted 100% from \$500	2,000.00	\$0.00	\$0.00
On-Line Training - 8 Hours	Discounted \$100% From \$595	1.00	\$0.00	\$0.00

Totals			
Terms: Net 30	Subtotal	\$3,293.00	
Quote is valid for 90 Days	Discount	0.00%	
	Grand Total	\$3,293.00	

Quote Acceptance Info
Signature: _____
Name: _____
Title: _____
Date: _____

Thank you for your consideration.

Last Modified By Damian Regalado

EXHIBIT B

Company Address 2271 Lava Ridge Ct
Suite 120
Roseville, CA 95661
US
Phone (916) 297-0205
Quote Name SLI Renewal Quote

Created Date 10/19/2021
Expiration Date 2/1/2023
Quote Number 00001803
Description "SLI Renewal" QUOTE is for the annual renewal of the software after the initial year. It also includes all licenses, maintenance/support and any ongoing updates to the software.

Account Name City of Coalinga Fire Department
Prepared By Damian Regalado
Email d.regalado@fire recoveryusa.com

Bill To Name City of Coalinga Fire Department
Bill To 300 W. Elm Ave
Coalinga, CA 93210

Ship To Name City of Coalinga Fire Department

Product	Quantity	Sales Price	Total Price
Streamline Cloud Fee	1.00	\$545.00	\$545.00
Streamline Admin Portal License	1.00	\$770.00	\$770.00
iPad Support Renewal	2.00	\$550.00	\$1,100.00
2019 CAL Fire Code	2.00	\$164.00	\$328.00

Totals

Terms: Net 30	Subtotal	\$2,743.00
Quote is valid for 90 Days	Discount	0.00%
	Grand Total	\$2,743.00

Quote Acceptance Info

Signature: _____
Name: _____
Title: _____
Date: _____

Thank you for your consideration.

Last Modified By Damian Regalado

The Annual Service and Licensing Fee for licensing of Licensed Product is listed above.

The Annual Service and Licensing Fee for Hosting Services is listed above.

The Annual Remittance Date is the 1st day of the month of the annual effective date of this agreement.

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

Subject: Approve Purchase of a New Ambulance from Emergency Vehicle Group (EVG)
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

The Fire Chief recommends approving the attached purchase order from Emergency Vehicle Group (EVG) for one new Wheeled Coach Type III Citimedic Ford E350 Ambulance.

II. BACKGROUND:

We currently have (4) Wheeled Coach ambulances that comprise our fleet. Except for the two ambulances purchased in 2019, the other two ambulances are high mileage and are developing increasing mechanical problems.

1. 2019 Ford F450 – 102,486 miles
2. 2019 Ford F450 – 110,304 miles
3. 2016 Ford F450 – 224,239 miles
4. 2016 Ford F450 – 257,849 miles

With the addition of a per-diem ambulance, we now have all 4 ambulances being staffed daily (3 Coalinga, 1 Huron). This does not provide us with any back-up units should any mechanical issues cause an ambulance to be out of service. By purchasing this ambulance, we would be able to have a back-up unit with no loss in maintaining our daily staffing.

III. DISCUSSION:

Coalinga Fire has been purchasing Wheeled Coach Ambulances since 1995 and EVG has been our supplier of emergency vehicles for the last two purchases as well as the recent purchase of our ladder truck. EVG has met or exceeded our expectations and we would like to continue to use EVG as our sole source provider of emergency vehicles.

EVG has informed us that as of November 1, 2021, the lead time for ambulance builds is going to exceed 18 months. This is due to the chassis availability as well as parts and components due to the nationwide back log because of COVID19 and the situation at the ports. They have four ambulances available immediately and three are already spoken for. In addition, the cost of a new ambulance is set to increase by \$10,000 to \$20,000 by January of 2022. By not approving this purchase we may have to wait 2 years or more to replace one of the 2016 ambulances and pay an additional \$10,000 to \$20,000.

The previous bid in 2019 did not include new gurneys and loading mechanisms, which meet DOT recommendations for rollover safety. These items are included in this proposal, because we were able to

secure better pricing through EVG than direct from the manufacturer.



IV. ALTERNATIVES:

1. Do not approve the purchase.
2. Look for another option for purchasing an ambulance.

V. FISCAL IMPACT:

The cost of purchasing the new ambulance plus the gurney and loading mechanism is \$181,457.86 and can be paid from IGT funds we have available. The purchase would have no impact on the General Fund.

ATTACHMENTS:

File Name	Description
 CoalingaFD_CA_T1am_WC1153_CitiMedic_EVG_Proposal.1.pdf	EVG Purchase Agreement
 CoalingaFD_CA_T3am_WC3148_CitiMedic_WorkOrder_CC.pdf	EVG Spec Sheet/Work Order



Captain Robert Long
Coalinga Fire Department
300 West Elm Ave.
Coalinga, CA 93210

November 16, 2021

RE: Offer to Provide One (1) 2022 Wheeled Coach Type III Citimedic 1146 Ambulance(s)

Attention: Captain Robert Long

On behalf of Emergency Vehicle Group, Inc., I would like to thank you for the opportunity to provide you with the following offer for Coalinga Fire Department to purchase One (1) 2022 Wheeled Coach Type III Citimedic 1146 Ambulance(s) on a Ford E350, 4 x 2, Gasoline Powered Two Door Standard Cab Chassis.

Emergency Vehicle Group, Inc. (EVG) is proud to be in the business of serving those who bravely serve our communities and help ensure the safety of our families and friends. Our pledge is to offer you the same quality of service and expertise that is demanded from you. Over the years we have introduced fire departments, municipalities and private companies to the absolute best in service, sales and support for emergency vehicle products.

We proudly serve California, Arizona and Nevada and offer you premium custom products along with the best value available in the industry. EVG accomplishes this by representing Spartan Emergency Response, SMEAL Fire Apparatus, Ladder Tower, SVI Trucks, Unruh Fire, Wheeled Coach Ambulance and Road Rescue Ambulance as well as offering ambulance remount services and command vehicles built by EVG.

EVG employs EVT and ASE Certified Mechanics with decades of experience in servicing emergency vehicles, fire apparatus and ambulances. EVG recognizes the importance of these vehicles as a life saving device and take great pride in serving those that bravely serve and protect us. Our corporate office and service facility is located in Anaheim, CA.

Our mission is to develop long-term relationships and provide our customers with "honest, intelligent effort" in everything we do for you. We are committed to do whatever it takes to surpass customers' expectations by continually improving upon what we do.

All of us at Emergency Vehicle Group, Inc. believe in long-term relationships and we look forward to the opportunity of working with you and Coalinga Fire Department. I would again like to thank you for the opportunity. Everyone at EVG offers you our sincere pledge of "Honest, Intelligent Effort" in everything we do for you now, and in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'ASB', followed by a horizontal line.

Andrew Sundsboe
Regional Account Manager

PROPOSAL

Captain Robert Long
Coalinga Fire Department
300 West Elm Ave.
Coalinga, CA 93210

November 16, 2021

The undersigned is prepared to provide for the Coalinga Fire Department, upon receipt of a valid purchase order or a fully executed contract for final acceptance by Emergency Vehicle Group, the apparatus and equipment herein named and for the following prices:

Description	Price Each	Extended Price
One (1) 2022 Wheeled Coach Type III Citimedic 1146 Ambulance(s) on a Ford E350, 4 x 2, Gasoline Powered Two Door Standard Cab Chassis	\$165,511.00	\$165,511.00
Stryker performance load w/Inductive Charger and floor plate Cot Mount.	\$6,738**	
Stryker Power-PRO XT MTS High Cot.	\$21,680**	
CA Sales Tax (Based on Rate of 8.975%)	\$14,854.61	\$14,854.61
Tire Fee	\$12.25	\$12.25
Document Fee	\$80.00	\$80.00
Misc Fee: (H-GAC)	\$1,000.00	\$1,000.00
Total Purchase Price	\$181,457.86	\$181,457.86

*All prices are quoted to include Ford GPC Rebates. Pricing is subject to change if the current rebate/GPC amount changes or becomes unavailable per vehicle. If the Ford rebates amount changes, the difference will be invoiced to the Coalinga Fire Department. Price is subject to change and will be recalculated if additional options are requested. **Included in ambulance price

Said apparatus and/or equipment to be built and shipped in accordance with the specifications/work order reference number 01357-Q9W6S8 and any associated drawing(s) as provided. The specifications/work order/drawings herein contained will form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by Emergency Vehicle Group, Inc. of the purchase order or executed contract, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The apparatus and/or equipment will be ready for delivery approximately 200 days after receipt of valid purchase order or executed contract, not including chassis and materials delays, or other causes beyond our control.

The proposal for apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the proposal, and with all applicable guidelines for Emergency Apparatus as published at time of the proposal, except as modified by the referenced specifications. Any increased costs incurred by the seller because of future changes in or additions to said standards will be passed along to the customer as an addition to the price set forth above.

Unless accepted within 30 days from date of proposal (listed above), the right is reserved to withdraw this proposition.

Respectfully Submitted,

Andrew Sundsboe
Regional Account Manager

Purchase Agreement

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Emergency Vehicle Group, Inc, a Nevada corporation ("EVG"), and Coalinga Fire Department ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "Product" means the apparatus and any associated equipment manufactured or furnished for the Customer by EVG pursuant to the Specifications
- b. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the EVG Proposal for the Product
- c. "EVG Proposal" means the proposal provided by EVG attached as an attachment prepared in response to the Customer's request
- d. "Delivery" means the date EVG is prepared to make physical possession of the Product available to the Customer
- e. "Acceptance" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless EVG receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer

2. Purpose. This Agreement sets forth the terms and conditions of EVG's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by EVG's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified for the total purchase price of One Hundred Eighty One Thousand Four Hundred Fifty Seven Dollars and Eighty Six Cents (\$181,457.86) ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, KKK, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply there with will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, EVG will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that EVG incorporate a change to the Products or the Specifications for the Products by delivering a change order to EVG; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit EVG to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days of receipt of a Change Order, EVG will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. EVG shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by EVG's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, EVG may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by EVG; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. EVG endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by EVG upon sale of the Product to another purchaser, plus any costs incurred by EVG to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 200 days of the Effective Date of this Agreement, F.O.B. Anaheim, CA. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish EVG with written notice sufficient to permit EVG to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by EVG within thirty (30) days from the Notice of Defect. In the event EVG does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Emergency Vehicle Group, Inc.
2883 East Coronado Street
Anaheim, CA 92806

Coalinga Fire Department
300 West Elm Ave.
Coalinga, CA 93210

10. Standard Warranty. Any applicable warranties are attached hereto and made a part hereof. Any additional warranties must be expressly approved in writing by EVG's authorized representative.

- a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER EVG, ITS AUTHORIZED MANUFACTURERS, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
- b. Exclusions of Incidental and Consequential Damages. In no event shall EVG be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from EVG's own negligence, or otherwise.

11. Insurance. EVG maintains the following limits of insurance with a carrier(s) rated A- or better by AM. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$2,000,000

Each Occurrence: \$2,000,000

The Customer may request: (x) EVG to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable EVG insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless EVG, its officers, employees, manufacturers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by EVG which are not caused by the sole negligence of EVG.

13. Force Majeure. EVG shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond EVG's control which make EVG's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. True occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) EVG fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with EVG.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of EVG until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of EVG until the Purchase Price for that Product has been paid in full. In case of any default in payment, EVG may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

Purchase Agreement for Emergency Apparatus (continued)

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of California.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by EVG's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by EVG's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the EVG Proposal, the EVG Proposal shall control. In the event there is a conflict between the EVG Proposal and this Agreement, the EVG Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by EVG Manufacturing, Inc.'s authorized representative.

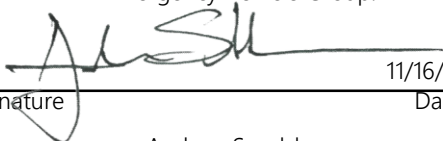
Coalinga Fire Department:

Signature Date

Printed Name

Title

Emergency Vehicle Group:



Signature Date 11/16/2021

Printed Name Andrew Sundsboe

Title Regional Account Manager



Emergency Vehicle Group
Travis Grinstead
2883 E. Coronado St.
Anaheim, CA 92806

Emergency Vehicle Group, Inc.
Andrew Sundsboe
2 Units,
AJW

Exp. Date: 03/26/2021
Quote No: OFC-0000
Job/Order No: 589405,7
11/16/2021 16:25:28

Page 1

S	PART NO	DESCRIPTION	ID	QTY
		== WC-Wheeled Coach Boilerplate - 1.001 02/19/21 ==	REV	1
		ORDER COORDINATOR	REV	1
	00-00-0021	Order Coordinator - Andrew White (X -284)	REV	1
		INFORMATION	REV	1
<	00-01-1020	RFQ - Request for Quotation	REV	1
		A request for quotation (RFQ) is a standard business process whose purpose is to invite suppliers into a bidding process to bid on specific products or services.		
		An RFQ typically involves more than the price per item. Information like payment terms, quality level per item or contract length are possible to be requested during the bidding process.		
		To receive correct quotes, RFQs often include the specifications of the items/services to make sure all the suppliers are bidding on the same item/service. Logically, the more detailed the specifications, the more accurate the quote will be and comparable to the other suppliers. Another reason for being detailed in sending out an RFQ is that the specifications could be used as legal binding documentation for the suppliers.		
>	00-01-4005	State Contract	REV	1
		WARRANTY	REV	1
	00-02-8710	WC, Warranty, Conversion, 12 Month	REV	1
	00-02-8720	WC, Warranty, Paint, 60 month Prorated, Standard	REV	1
	00-02-8730	WC, Warranty, Structural, 20 Years, Std., Mods	REV	1
	00-02-8740	WC, Warranty, Limited Electrical	REV	1
	00-02-8750	WC, Warranty, Cabinet Construction	REV	1
		== WC- Type 3 CitiMedic Gen2 148" - 1.001 02/19/21 ==	REV	1
		CERTIFICATIONS REQUIRED	REV	1
<	00-05-0050	This unit built in accordance with KKK-A-1822-F in effect on the date of order with exceptions as noted herein.	REV	1

S	PART NO	DESCRIPTION	ID	QTY
<	00-05-0100	MD, This unit built in accordance with KKK-A-1822-F CN 10 Cabinet Requirements This unit as specified meets all requirements of KKK-A1822-F Change notice 10. All cabinets shall be labeled as to their capacity Rating.	REV	1
		01- CHASSIS REQUIREMENTS	REV	1
		FORD CHASSIS	REV	1
> <	01-01-2007	CM, 2022 Ford E350, 7.3L, Gasoline,Cutaway, 138"WB 2022-1 Auto throttle OEM Ford (1) OEM Alternator Includes 2nd battery(purchased) Cab Headliner Vinyl W/ Ford CO-Pilot 360	REV	1
	01-02-0100	Domestic Chassis	REV	1
		SUSPENSION	REV	1
	01-07-3001	Rear Suspension, OEM Springs	REV	1
		HIGH IDLE	REV	1
	01-13-1675	High Idle Controls, OEM	REV	1
		FRONT END ALIGNMENT	REV	1
	01-17-7501	Front End Alignment, None- QC Check -Standard	REV	1
		OUTSIDE REAR VIEW MIRRORS	REV	1
	01-20-0105	Mirrors, Sail Mount, OEM Mirrors	REV	1
		WHEEL COVERS	REV	1
<	01-24-0210	CM, Wheel Covers, Phoenix #NF12, Installed,E-Series with Air Max Valve Extenders, std	REV	1
		BASE CONVERSION	REV	1
	01-45-0438	CM, Conversion, Type 3, 148 Module, Ford 21-2	REV	1
		CAB EXTENSION	REV	1
	02-01-2016	CM, 8" Cab Extension, Ford, CitiMedic E350	REV	1
		MODULE BODIES:	REV	1
	02-01-2127	CM, Interior Headroom, 72 Inches	REV	1
<	02-01-4002	CM, Module, Type 3, 148" Body Length, 90" wide, Duraseam Doors, Cutaway 148" L x 90" W	REV	1
<	02-01-9570	CM, Aisle Space, 49", CityMedic Plus (48-49" actual)	REV	1
		UNDERCOATING	REV	1
		EXTERIOR MODULE CONSTRUCTION	REV	1
>	03-03-1063	CM, Stone Guard, Front, Diamond Plate, Type 3, Standard Height	REV	1
		FUEL FILLS & SPLASH PLATE	REV	1
	03-03-8043	CM, Housing Fuel Fill, Cast, Type III	REV	1
		REAR KICKPLATE	REV	1
	03-03-9072	CM, Rear Kick plate,Under-Ride Bumper, w/ Tag recess, No lights, CM+	REV	1
		SUB-FLOOR SYSTEM	REV	1
	03-04-0171	CM, Flooring, 3/4" Marine Grade Plywood, Type 3/7/9	REV	1
		MODULE ENTRANCE	REV	1

S	PART NO	DESCRIPTION	ID	QTY
MODULE DOORS, HANDLES & HOLD OPENS			REV	1
<	03-06-0118	CM, Duraseam Hinged Doors with Hidden Jambos - Magnetic door switches, Standard	REV	1
> <	03-06-0721	CM, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber - Installed so doors will open as wide as possible - Mount at Bottom of doors.	REV	1
	03-06-0819	CM, Hold Open, Gas Strut, Curb Side Entry Door, 35#	REV	1
<	03-06-1072	CM, Patient Entry Door Handles, Trimark Black/Chrome Pull Handle w/"Push Button" With Round Push button Emergency release top and bottom of interior door panels.	REV	1
>	03-06-1078	CM, Rear Entry Door Trailing Latch, Side release Paddle	REV	1
>	03-06-4205	CM, Electrical Feed to Required Doors, Spring Protector (Per door)	REV	5
POWER DOOR LOCKS			REV	1
> <	03-06-6209	CM, Power Door Lock, Trimark, Each Entry Door Module entry doors.	REV	2
> <	03-06-6210	CM, Power Door Lock, Trimark, Each Compartment Door All module compartments(except battery comp) . (unless other specified)	REV	6
> <	03-06-6213	CM, Power Door Locks, All Module doors (except Batt) Wiring to Module Compartment and Access Doors (except Battery) for electric locks, wiring to CS wall for Switch. Includes the Tie in to the Cab door lock switches.	REV	1
<	03-06-6216	CM, Switch, Stealth, for Power Door Locks In grille on passenger's side.	REV	1
>	03-06-6218	CM, Relay Control Circuit, Power Door Locks	REV	1
ENTRY DOOR INNER PANELS			REV	1
> <	03-06-7342	CM, Entry Door Panels, Durasafe, Diamond Plate, w/ Center Chevrons Durasafe Design Aluminum Center Panels covered in white/red reflective tape.	REV	1
SIDE DOOR STEP			REV	1
	03-08-2165	CM, Side Entry Step Well, Type III, Aluminum Diamond Plate	REV	1
	03-08-3074	CM, Light, Side Entry Step well, LED, 2", Whelen #TOCACCCR	REV	1
WINDOWS			REV	1
<	03-09-4200	CM, Window, Upper, CS/Slider ,Rr/Fixed, Privacy Tint, PAN Curbside window with lower slider section Rear windows fixed Privacy Tint	REV	1
REAR BUMPER AND REAR STEP CONSTRUCTION			REV	1

S	PART NO	DESCRIPTION	ID	QTY
<	03-12-2603	CM, Rear Bumper, Ford Cutaway, w/LED Lights with Gator Grip on flip up step. Lights in side of bumper pod Steady burn with lights on and flash with that side Turn signal.	REV	1
	03-12-2611	CM, BLACK Polyurethane Coating, Rear Bumper Supports	REV	1
		INSULATION	REV	1
	03-13-3101	CM, Insulation, Fiberglass, Unfaced	REV	1
		RUB RAIL AND FENDER RINGS	REV	1
	03-15-6735	CM, Rub Rails, Skirt Line, Extruded "C" channel (E-one Style), 148"	REV	1
	03-15-6741	CM, Tape, Reflective, White, For Extruded Skirt rails	REV	1
	03-15-8372	CM, Fender Flare, Bright Finish	REV	1
		SPLASH GUARDS AND RUNNING BOARDS	REV	1
	03-16-1728	CM, Mud Flaps, Rear, w/ Wheeled Coach Logo	REV	1
	03-16-3724	CM, Running Boards, Ford Cutaway, w/Gator Grip,	REV	1
		CAB TO MODULE ACCESS	REV	1
<	03-19-2385	CM, Bulkhead Cabinet, Type 3, walk-thru w/8" Cab extension - with 8" extended cab area - With walk thru door	REV	1
<	03-19-2887	CM, Bulkhead, Door, Sliding w/Sliding Window with sliding Lexan window	REV	1
		LICENSE PLATE HOLDER	REV	1
<	03-20-4053	WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper in rear kick plate, centered License holder comes with (2) LED lights.	REV	1
		EXTERIOR COMPARTMENT CONSTRUCTION	REV	1
<	04-01-0510	CM, Compartments, Std, Floor 2.5" Drop Down Compartment #6 (more than 2.5" for spare tire) Compartment #2 2.5" drop-down Compartment #4 4" drop-down	REV	3
<	04-01-0512	CM, Compartments, Sweepout Compartments #1 & #8 are standard sweep out	REV	2
	04-01-3020	CM, Door Sill Protector, Stainless, All Compts	REV	1
> <	04-01-5202	CM, Compartments, Diamond Plate Finish Per Compt Machine stamped louvers located above the floor line for venting. Comp #2,4,6 Comp #1 to have Baffle vent	REV	4
>	04-01-5204	CM, Exterior Battery Compartment, Diamond Plate Finish	REV	1
		EXTERIOR COMPARTMENT DOORS	REV	1
>	04-02-0761	CM, Compartment Comp Handle, Trimark, Oval Pull Handle, Black/Chrome	REV	6
		COMPARTMENT DOOR HOLD OPEN	REV	1
<	04-02-7771	CM, Hold Open, Gas Strut, Ext Compt, 60lb Compartment "#4", standard	REV	1
<	04-02-7772	CM, Hold Open, Gas Strut, Ext Compt, 30lb. Compartments "#6", "#1", & "#2"	REV	3

S	PART NO	DESCRIPTION	ID	QTY
	04-02-7774	CM, Hold Open, Gas Strut, RF Compt, 30lb	REV	1
		COMPARTMENT LIGHTING	REV	1
<	04-03-1503	CM, Compartment Light, 4" Optronix, #BUL43-CBK, LED, Each Compartment	REV	6
		1 - Access Panel Wall 1 and O2 light in ceiling		
		2 - Wall #1 below electrical shelf if optioned		
		4 - Wall #3 in access panel		
		6 - Wall #3		
		8/RF - Wall #2		
		COMPARTMENT #1 - STREETSIDE FWD	REV	1
	04-06-0453	CM, Compartment #1, 3/4 High, CitiMedic.	REV	1
		COMPARTMENT #2 - STREETSIDE FWD WHEELWELL	REV	1
	04-07-2136	CM, Compartment #2, Citimedica, Type 3	REV	1
	04-07-2645	CM, Compartment #2, Shelf, ADP, Fixed for Electrical storage	REV	1
	04-07-9200	Add Dogleg in Comp #2 for Recessed Suction in Face of A/A	REV	1
		COMPARTMENT #4 - STREETSIDE AFT	REV	1
<	04-09-3251	CM, Compartment #4, Full Height, Dual Depth, Citimedica - Full height backboard storage on the #4 compartment door. - The upper section is 8" D due to dogleg for interior cabinetry. Bottom section is 15" deep.	REV	1
		Floor drop of 4" for the entire compartment		
<	04-09-4992	CM, Compartment #4, Strap, Seat Belt Style, Each (1) on comp #4 door for Backboards (1) from wall #1 to Wall #3 about 6" from wall 2 for the Stair chair.	REV	2
> <	04-09-8016	CM, Compartment #4, Bracket, Backboard Mount on Door Diamond plate boxes mounted to the door of Comp #4 Deeper box at top to allow backboards or scoop stretcher to be loaded into upper box then lifted to clear lower box and sit inside lower box.	REV	1
		COMPARTMENT #6 - CURBSIDE AFT	REV	1
<	04-11-1260	CM, Compartment #6, Spare Tire, With special Drop pan for spare tire.	REV	1
		COMPARTMENT #8 - CURBSIDE UPPER FORWARD	REV	1
<	04-14-2330	CM, Compartment #8/8.5, Split Doors, 8" Cab Extension, Upper compartment, with inside /outside access. Lower compartment for (2) battery, rubber coated tray.	REV	1
<	04-14-8030	CM, Compartment #8, Shelf, Adjustable, First Shelf RF Comp "8"/cabinet "U8" area - centered top to bottom.	REV	1

S	PART NO	DESCRIPTION	ID	QTY
<	04-14-8035	CM, Compartment #8, Shelf, Additional, Adjustable, Each RF Comp "8"/cabinet "L8" area centered top to bottom.	REV	1
INTERIOR TRIM AND FEATURES			REV	1
	05-01-0120	CM, Interior Cabinets, Duralite Construction, Wood	REV	1
> <	05-02-0220	CM, Cabinet Shelf, Interior, Wood, Adjustable, First shelf Cabinet U4	REV	3
<	05-02-0222	CM, Cabinet Shelf, Interior, Wood, Additional, Adjustable Cabinet U4	REV	1
> <	05-02-0230	CM, Cabinet Shelf Track, #HA24663, Upgrade, CN 10 ("C" channel/exterior shelf style track) Cabinet U4	REV	3
HEADLINER			REV	1
>	05-06-2870	CM, Headliner, Flat, PVC, Hinged trough cover, Std	REV	1
FLOORING			REV	1
	05-07-6017	CM, Flooring, Loncoin II, Onyx #150	REV	1
	05-07-9893	CM, Floor, Thresholds, Stainless Steel, Painted w/Black Poly-urea coating	REV	1
GRAB RAILS			REV	1
Rear Entry Door Grab Handles			REV	1
<	05-10-1539	CM, Entry Door Grab Handles (3), Custom "L" Shape, 1" Stainless Steel Stainless Steel Grab Handles ILOS	REV	1
Ceiling Grab Rail - Center			REV	1
	05-10-1925	CM, Ceiling Grab Rail, 1 Inch X 96.5 Inch, Handicap Style, Stainless Steel	REV	1
IV FLUID HANGERS			REV	1
<	05-11-5710	CM, IV Hangers, Perko (1), W/Straps Each S/S and C/S Standard Location	REV	2
BASEWALL CABINET:			REV	1
> <	05-11-8029	CM, Cabinet, Base wall, 8" ext, CPR Seat, w/Telemetry Area Telemetry area to have mica surface with 1" lip. Cabinet L3.5	REV	1
<	05-11-8040	CM, Cabinet, Streetside Upper, CM+, w/CPR Seat, 72" HR Cabinet U2 U1 vented wood door	REV	1
<	05-11-8044	CM, Streetside rear, with side seat, 72" HR Cabinet U4 with (2) adjustable shelves Cabinet U3.5	REV	1
	05-13-4201	CM, Action Area, Mica finish with trim along edges of lips	REV	1
> <	05-13-4497	CM, Door, U1 Hinged Wood, Vented hinged on right.	REV	1

S	PART NO	DESCRIPTION	ID	QTY
	05-13-4520	CM, Door, U2 Gray Poly carbonate Slider, CN 10 Compliant	REV	1
		Interior Streetside #3 - CPR Seat	REV	1
	05-14-1520	CM, CPR side seat, Fixed Backrest	REV	1
<	05-14-1521	CM, CPR, Lid, Hinged Flip Up	REV	1
		With Trimark Latch		
	05-14-4313	CM, Door, U3.5, GENII OHO Top Hinged Gray Poly carbonate (CWTX) CN 10 Compliant	REV	1
	05-14-4331	CM, Door, L3.5, GenII OHO Bottom Hinged Gray Poly carbonate, (CWBX) CN 10 Compli	REV	1
	05-14-4333	CM, Door, U4, Gen II OHO Dual Hinged Gray Poly carbonate (CWDX) CN 10 Compliant	REV	1
<	05-14-4393	CM, CPR Seat, "U" Barrier Bar, Padded, 1.5" SS, Black	REV	1
		Mounted at the front of the CPR side seat vertically in line with the Padded head cushion on the "L" cabinets.		
	05-14-4545	CM, Telemetry Area, Mica covered with trim on lip	REV	1
		SQUAD BENCH AREA	REV	1
> <	05-16-0098	CM, Cabinet, Squad Bench, CM+, w/ Bio waste	REV	1
		With Bio waste at the head of the squad bench cabinet.		
<	05-16-0106	CM, Lid, Squad Bench, Single W/Bio-Waste	REV	1
		Must use M1 latch for CN 10 on bio waste door		
		Lift up lid ONLY over storage area		
	05-16-0108	CM, Squad Bench, Handle, Trimark, STD	REV	1
	05-16-0114	CM, Strut, Gas, 60 LB, Installed	REV	1
	05-16-0117	CM, CPR, Handle, Trimark, STD	REV	1
		SEAT BELTS/ SAFETY NETS	REV	1
<	05-16-0223	CM, CPR Seat, Seatbelt, Assy, (4 Point), Per4Max, Black, (1) Each, CN-8	REV	1
		Above the lid		
> <	05-16-0231	CM, Squad Bench, Seatbelt, Assy, (4 Point), Per4Max, Black, (2) Each	REV	1
		Above the lid		
		On squad bench		
	05-16-0235	CM, Patient Restraint Belts, Squad Bench (3)	REV	1
		CURBSIDE REAR	REV	1
	05-16-9979	CM, Cabinet, Curbside Rear, No Comp #6, Rear wall only	REV	1
		BIOHAZARD-	REV	1
> <	05-17-2514	CM, Glove Butler-Cabinet, (3),Above C/S door	REV	1
		Must use M1 latches for KKK Change notice 10 certification		
		CURBSIDE RIGHT STACK STORAGE #8	REV	1
	05-18-0212	CM, RF ALS, Split Upper/Lower, HVAC at Top	REV	1
	05-18-5168	CM, Doors, RF, U8, Dual Gen II OHO, Poly carbonate Doors, Gray	REV	1
	05-18-5364	CM, Doors, RF, L8, Dual Gen II OHO, Poly carbonate Doors, Gray	REV	1
		ATTENDANT SEAT	REV	1
	05-19-7402	CM, Attendant's Seat, EVS 1880,Comfort, Hi-Back Child Safety w/Per4Max	REV	1
>	05-19-7412	CM, Color, Black, Per4Max Belt, Black	REV	1

S	PART NO	DESCRIPTION	ID	QTY
> <	05-19-7515	CM, Attendant's Seat Base, EVS CBS Box Style Box opening to be toward C/S access door	REV	1
		INTERIOR COLORS	REV	1
	05-20-5252	CM, Mica, Dove Gray (Matte)	REV	1
		UPHOLSTERY	REV	1
	05-20-6014	CM, Upholstery, Seamless, Black	REV	1
>	05-20-6034	CM, Backrest Cushion, EVS, Black, w/ WC Logo, Each	REV	1
>	05-20-6034	CM, Backrest Cushion, EVS, Black, w/ WC Logo, Each	REV	2
		CABINET KICK PANELS	REV	1
	05-21-5130	CM, Kick plate, Brushed SS, Face of S/B & Base wall, 148 CM	REV	1
		CABINET LATCHES- INTERIOR	REV	1
> <	05-21-8076	CM, Latch, M1, 3/4" Material, 2" round, Non Locking, Chrome-CN 10 Certified Cabinet-U1 Sharps/Waste	REV	2
> <	05-21-8082	CM, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb (self latching) Flush Mount. Non-Locking On Glove Box above C/S entry	REV	1
		06 - ELECTRICAL GENERAL	REV	1
> <	06-01-0147	CM, 12V Electrical system, RelayPlex system Flash Pattern- Quad Flash 75 - Per KKK	REV	1
		COMMUNICATION	REV	1
<	06-06-5547	CM, Coax Cable, RG58/U, Each, Terminate: From module roof Dome #3 to behind passenger seat standard - with 6' pigtails	REV	1
<	07-00-0615	CM, Light, in Circuit Board Area, for Electrical Troubleshooting - with integral switch; wired constant hot.	REV	1
		POWER SOURCES	REV	1
<	07-01-0220	CM, Power Source, 12VDC, 20A, Ignition/Shoreline Hot 20amp 12 volt DC circuit routed to two locations, (1) pre-wire coil and tagged in action area and (1) pre-wire coil and tagged behind driver's seat.	REV	1
<	07-01-0221	CM, Power Source, 12 VDC, 15 Amp (+-), Std Model only - Ignition hot, terminating in cab console - with 6 foot tails (hot and ground).	REV	1
		VOLTMETER	REV	1
<	07-02-1325	CM, Alarm, Low Voltage, Audio/Visual Light in cab console and Buzzer in cab.	REV	1
		BATTERY SYSTEM	REV	1
<	07-04-8825	CM, Battery Switch, RelayPlex Electronic w/5 min Timer, Ford T3, Gasoline - Activated thru OEM ignition switch, timer function upon ignition "off". - Momentary rocker switch, on driver's side of cab console,	REV	1

S	PART NO	DESCRIPTION	ID	QTY
		to function as timer shutoff and also reactivate timer.		
		- ONLY Module power is turned on/off.		
		- Chassis power is NOT turned off.		
		BATTERY CHARGER	REV	1
		12VDC OUTLETS	REV	1
<	07-10-1060	CM, Power Outlet, Power Point Style, (2), (1) Action Area (1) RF ALS Cabinet on standard 20-amp ignition hot circuit.	REV	1
		- (1) outlet in action area		
		- (1) in RF Cabinet "U8", wall #2, upper right		
<	07-10-1119	CM, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel Located in the cab switch panel per Electrical Engineering	REV	1
		FRONT CONSOLE	REV	1
<	08-01-3328	CM, Console, Drivers Switch & Radio, Center, Aluminum, Black, Ford cutaway Black polyurethane coated .125 Aluminum	REV	1
>	08-01-4604	CM, Double Blank Panel	REV	1
>	08-01-4610	CM, Cup Holder Panel (No Handle Notch)	REV	1
		ATTENDANT CONTROL PANEL	REV	1
	08-03-4527	CM, Console, Action area, Wood, Angled Eaton CAN Switches, Relocated to CS	REV	1
		SIREN ELECTRONIC - CONTROL HEADS / AMPS	REV	1
	09-03-1940	CM, Siren Electronic, Whelen, WS-295-SLSA1	REV	1
		SIREN SPEAKERS	REV	1
	09-03-2750	CM, Speakers, (2), Whelen, SA-315, In Grille area, Ford Cutaway	REV	1
	09-03-3349	CM, Switch, Siren/Horn Thru Horn Ring	REV	1
		BACK-UP ALARMS	REV	1
	09-05-1134	CM, Back-Up Alarm, w/ Cutoff, Auto Reset	REV	1
	09-06-0205	CM, Switch, Emergency Master, Non Sequenced	REV	1
		WARNING LIGHT FLASHERS	REV	1
		WARNING LIGHTS	REV	1
<		LED Series - 900 SINGLE ROW (Flange Separate)	REV	1
		Front : R R/A R/C R Solid R/C R/A R		
		SS: R R		
		CS: R R		
		Rear: R A R		
> <	09-95-1121	CM, Light, Whelen 900, Single Row LED, Red, Clear Lens, 90R02FCR (2) Rear outer corners (2) Street Side outer corners (2) Curbside outer corners Pri/Sec	REV	6
> <	09-95-1137	CM, Light, Whelen 900, Single Row LED, Amber, Amber Lens, 90A02SAR Rear Body - Upper Center Pri/Sec	REV	1

S	PART NO	DESCRIPTION	ID	QTY
> <	09-95-1411	CM, Light, Whelen 900 LED, Red, Clear Lens, 90RR5FCR, Internal Flasher (1) Mounted Center of Cool Bar Set to steady burn Pri/Sec	REV	1
> <	09-95-1415	CM, Light, Whelen 900 LED, R/A, Clear Lens, 90RA5FCR, Internal Flasher (2) On 45 degree of cool bar in front Pri/Sec	REV	2
> <	09-95-1417	CM, Light, Whelen 900 LED, R/C, Clear Lens, 90RC5FCR, Internal Flasher (2) Right and Left of Center on Cool Bar Red Pri/Sec Clear Pri only	REV	2
> <	09-95-2382	CM, Light, Whelen 700 LED, Red, Clear Lens, 70R02SCR (2) C/S upper outer corner front Outside of Coolbar stacked one above the other (2) S/S upper outer corner front Outside of Coolbar stacked one above the other (2) As front intersector lights	REV	6
		WHELEN FLANGES 7 SERIES LIGHTS (Flange Separate)	REV	1
<	09-95-3040	CM, Flange, Whelen, For 7E lights (1), Mods Front intersector	REV	2
		WARNING LIGHTS -WHELEN TIR3/LIN3 (Flange Separate)	REV	1
> <	09-95-4643	CM, Light, Whelen, LIN3, LED-Red, RSRO2ZCR w/Flg As grille lights	REV	2
	09-95-4646	CM, Flange, Whelen, Chrome, For LIN3, Each	REV	2
		EXTERIOR AUTOMOTIVE LIGHTING	REV	1
<	10-01-0205	CM, Taillight Pkg, Whelen, 600 LED Stop/Tail, Turn Arrow & Halogen Backup - Brake- Alert Flash before the steady Burn - Turn Arrow – sequential arrow	REV	1
	10-01-0221	CM, Flanges, Whelen, (6) Chrome 600 series taillight set	REV	1
		ICC/MARKER LIGHTS	REV	1
<	10-01-2262	CM, Marker/Clearance Lights, Red, LED (3) on rear as clearance lights.	REV	3
<	10-01-2265	CM, Light, Clearance, Amber LED (3) on front as clearance lights.	REV	3
<	10-01-2266	CM, Marker/Clearance Light, Red, 2", Marker, LED in side of bumper as running lights.	REV	1
<	10-01-2268	CM, Corner Cap Lts, Multi, LED, (2) Amber (2) Red w/Flashers - High intensity flashers;Primary/Secondary- As marker lights with headlights	REV	1
		FLOOD AND LOAD SYSTEMS	REV	1

S	PART NO	DESCRIPTION	ID	QTY
<	10-02-2102	CM, Light, Halogen, Whelen, 9H, Clear, 8-32 Deg, STD, (1) (2) each side as scene lights (2) on rear as load lights	REV	6
<	10-02-2136	CM, Scene Lights, C/S, Activated with C/S Door Master Hot.	REV	1
11 - INTERIOR LIGHTING			REV	1
<	11-01-0206	CM, Dome Lights, LED, Whelen, White Flng, (3)S/S, (3)C/S, CM+ Three (3) street side in liner and three (3) curbside in liner equally spaced Each side controlled by separate switch in action area standard. High/Off/Low NOTE: NO VISABLE FASTENERS OR HOLES.	REV	1
<	11-01-0235	CM, Timer, Momentary Switch, 15 Minute, Constant Hot Mount switch on C/S wall at the head of the squad bench in the standard location. Switch to allow activation and also deactivation. Wire to street side dome lights in liner on high.	REV	1
	11-01-2871	WC, No Lighting Recessed into Trough Cover	REV	1
SPOTLIGHTS / HANDHELD LIGHTS			REV	1
	11-02-0103	CM, Handheld Spotlight, Novatech, Nighthawk 2000, 100,000 CP	REV	1
ATTENDANT LIGHT			REV	1
	11-03-2052	CM, Light, Intertek ZY-PIR38 12v, LED, In A/A	REV	1
SHORELINE INLET			REV	1
<	12-01-9204	CM, Super Auto Eject, 20A, White Cover above comp "#2"	REV	1
OUTLETS - 125VAC			REV	1
<	12-02-2200	CM, Outlets, 125 VAC, Duplex, (1) Action Wall, (1) Right Front Cabinet - (1) outlet in action area - (1) outlet in the RF Cabinet "U8", wall #2, upper right.	REV	1
BLOCKHEATERS			REV	1
<	12-02-4001	Block Heater - With OEM Plug This option does not include a switch. (STANDARD).	REV	1
> <	12-03-1704	CM, Inverter/Charger, Vanner 20-1050CUL-DC Mounted on floor of cabinet U1.	REV	1
<	13-02-0250	CM, Exhaust Fan, Single 12V Blower with Perco cowl vent on exterior.	REV	1
CITIMEDIC HVAC SYSTEM			REV	1
>	13-02-4003	CM. Generation III Fiberglass Cool Bar cover	REV	1
	13-02-4006	CM, Thermostat, Master Control Digital CM5000	REV	1
> <	13-02-4076	CM, Heat/AC, F3, Combo, w/Coolbar with thermostat in action area.	REV	1

S	PART NO	DESCRIPTION	ID	QTY
		12vdc External Condenser, in Coolbar mounted on front of module. Painted to match front of module.		
13-02-6029		CM, Air Conditioning Face Plate, Brushed Stainless Steel with Logo	REV	1
		COT MOUNTING PROVISIONS	REV	1
		Safety Hooks	REV	1
14-01-1269		CM, Cot Mount, Stryker, Rear Safety Hook Installed	REV	1
		Cot Mounts	REV	1
< S	14-01-3122	CM, Stryker Performance/Power Load, Add Floor Structure Plates & Wiring	REV	1
		Additional floor structure for future installation of a Stryker Power Load or Performance Load w/ inductive charging System.		
		Includes pre-wire which will terminate under the module head of cot.		
14-01-3138		CM, Power source for Induction Charging, 12V, 10 Amp constant hot	REV	1
14-01-4020		Do NOT cut Floor for Main Cot Mount Floorplate	REV	1
14-01-4028		Center Mount	REV	1
< XU	14-01-SR01	Dealer added item:CM Cot mount Stryker performance load w/Inductive Charger		1
		Performance-LOAD is a manual cot fastener designed to secure compatible ambulance cots into a ground-based transport vehicle for patient transportation purposes and to allow for the insertion and removal of the compatible ambulance cots.		
< XU	14-01-SR02	Dealer Added Item: Stryker Power-PRO XT MTS High Cot		1
		Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock		
		OXYGEN AND AIR SYSTEMS	REV	1
14-02-2302		CM, Rack, Multiversal, Zico #QR-MV, W/ Straps	REV	1
14-02-2304		CM, Track, Unistrut for Oxygen Rack	REV	1
14-02-3030		CM, Manual, O2 System	REV	1
14-02-3153		CM, O2 Regulator, Preset 50PSI	REV	1
<	14-02-4190	CM, O2 System, Ohio Style, (1-AA, 1 Vac Port, 1 C/S)	REV	1
		Ohio style outlets		
		(1) oxygen outlet in action area		
		(1) vacuum port in action area		
		(1) oxygen outlet curbside wall at head of squad bench		
<	14-02-4930	CM, Lexan Flap, w/Hinge	REV	1
		As O2 window		
		SUCTION SYSTEM	REV	1
<	14-03-0200	CM, Suction Pump, SSCOR 90206	REV	1
		mounted in compartment "2"		
> <	14-03-0210	CM, Suction Holder, SSCOR 23002 with Canister Clip, CN 10 Compliant	REV	1
		Conforms to J3043 requirements		

S	PART NO	DESCRIPTION	ID	QTY
<	14-03-3000	WC, Suction Outlet and Container Relocated to Face of A/A in recessed pocket	REV	1
PAINT AND FINISH			REV	1
<	15-01-2000	Module Paint, Single Color, OEM White Dealer to paint ambulance Fire Department Red	REV	1
<	15-01-5000	Cab Paint - Single Color, OEM White Dealer to paint ambulance Fire Department Red	REV	1
PAINT STRIPING DESIGN			REV	1
	15-02-1200	Paint Belt, None	REV	1
GRAPHICS AND LETTERING			REV	1
DECALS AND NOMENCLATURE			REV	1
SHIP LOOSE ITEMS			REV	1
	15-05-0050	CM, Bracket, Spare Tire Mounting, Ship Loose	REV	1
<	74-09-0099	Indemnification Statement The purchaser agrees to defend, indemnify and hold Rev Ambulance Group harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by any alteration or modification of, or changes or additions to the purchased products OR use of product for purposes it was not designed or intended for.	REV	1
== Factory Ship Loose - EMS Equipment - 1.001 02/19/21 ==			REV	1

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

Subject: Introduce and Waive First Reading of Ordinance No. 849 Relating to SB1383 Organic Waste Disposal Reduction, Amending Chapter 6-2.01 and Adding Section 6.2.50 of the Coalinga Municipal Code

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

City Manager and Senior Administrative Analyst recommend the City Council introduce and waive first reading Ordinance 849 Amending Chapter 6.1.01 Definitions and Adding Section 6.2.50 of the Coalinga Municipal Code to establish regulations pertaining to Senate Bill 1383: Short Lived Climate Pollutants: Organic Waste Reductions

II. BACKGROUND:

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016 to reduce organic waste disposal by 75% and increase edible food recovery by 20% by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. This legislation requires all businesses, residents, and multifamily family apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

According to CalRecycle, landfills are the third largest source of methane in California. Approximately 34 percent of landfill space is comprised of organic waste. Food waste alone accounts for approximately 17-18 percent of total landfill disposal. The decomposition of organic waste in landfills is a significant source of greenhouse gas emissions. The goal of SB 1383 is to divert organic waste from landfills, thereby reducing methane emissions.

III. DISCUSSION:

Senate Bill 1383 mandates cities and counties to:

- Provide organic waste collection to all residents and businesses
- Develop and adopt an enforcement mechanism or ordinance by January 2022
- Implement an edible food recovery program that recovers edible food from the waste stream
- Establish a procurement policy to purchase paper products made with recycled content and purchase recycled organic waste products
- Provide outreach and education for generators, haulers, facilities, edible food recovery organizations, and municipal departments
- Maintain accurate compliance records
- Monitor compliance and conduct enforcement

To comply with SB 1383, jurisdictions throughout the state are required to adopt an enforcement mechanism

or ordinance by January 2022. The purpose and intent of this Ordinance 847 Attachment A to comply with the State's mandate and, through education, redistribution, and recycling efforts, reduce potent pollutants such as landfill methane emissions which are major contributors to climate change. This ordinance addresses and incorporates the aforementioned requirements of SB 1383.

SB 1383 allows cities to take an educational approach to enforcement for the first two years of the ordinance being in effect. Starting January 2024, cities must take progressive enforcement actions against organic waste generators that are not in compliance.

IV. ALTERNATIVES:

Do not adopt Ordinance 849. Staff does not recommend.

V. FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ATTACHMENTS:

File Name	Description
 ORD#849_SB_1383_Organic_Waste_Disposal_Reduction_120221.pdf	Ordinance No. 849 - Collection of Municipal Solid Waste - Updating Definitions & Section 6-2-50

ORDINANCE NO. 849
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COALINGA AMENDING CHAPTER 6
OF THE COALINGA MUNICIPAL CODE RELATING TO THE COLLECTION OF MUNICIPAL SOLID
WASTE AND RECYCEABLE MATERIALS

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

Sec. 6-2.01. General definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

"CalRecycle" means California's Department of Resources Recycling and Recovery.

"California Code of Regulations" or **"CCR"** means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" shall mean the City of Coalinga.

"City Council" shall mean the City Council of the City of Coalinga.

"City Manager" shall mean the City of Coalinga City Manager, his or her designee as well as the employees working under his or her supervision.

"Collection" means the operation of gathering together and transporting solid waste to the point of disposal.

"Commercial Business" or **"Commercial"** means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.

"Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

"Construction rubbish" shall include brick, stone, cement, mortar, drywall, concrete, asphalt, asphalt/concrete paving materials, demolished or discarded building materials, rubble, or other debris incident to the construction or demolition of buildings and/or public highways, streets, bridges, parking

lots, roadways, alleys, water lines, sewer lines, natural gas lines, electrical power lines, other utilities or other public infrastructure.

"Commercial units" means any commercial business or establishment including, but not limited to hotels, motels, offices and professional buildings, and retail establishments of all kinds including supermarkets, filling stations, restaurants, eateries, department stores and variety stores.

"County" means the County of Fresno.

"Container" shall mean residential, commercial, industrial, institutional and government cans, bins, dumpsters approved and provided by the City, City contract agent, licensee, franchisee or permittee for the accumulation and collection of garbage, refuse, rubbish, hazardous waste, household hazardous waste, construction rubbish, recyclable materials, green waste or any other solid waste from any premises within the City.

"Container Contamination" or **"Contaminated Container"** means a container, regardless of color, that contains Prohibited Container Contaminants.

"C&D" means construction and demolition debris.

"Construction or demolition waste" shall mean solid waste material resulting from building construction, alteration, repair, demolition, including brick, stone, cement, lumber, plaster, and drywall; packaging or rubble resulting from construction, remodeling, repair and demolition operations on pavements or residential, commercial, industrial, institutional and governmental buildings and other structures.

"Contract agent" shall mean, if the City Council determines to award such a contract to a private agency, an agent or employee of an agent of the City, or any person thereof with whom the City shall have duly contracted, under the terms hereinafter set out in the provisions of this chapter, and under the provisions of the laws of the State, with amendments thereto, to collect, transport through the public highways, streets, roads, alleys or public ways of the City, and dispose of and/or recycle green waste, garbage, refuse, rubbish and/or recyclable materials within the City corporate limits.

"Customer" shall mean each owner and/or occupant of each building, lot or parcel in the City from which refuse, rubbish, garbage, recyclable materials or green waste are generated or which refuse, rubbish, garbage, recyclable materials, or green waste are required to be collected pursuant to this chapter.

"Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

"Disabled customer" shall mean anyone who has applied at the City and has been designated as a "Disabled Customer" by the City, because he or she has provided adequate documentation and has been determined by the City as meeting one or more of the following criteria:

- (1) Has been found to be permanently handicapped by the California Department of Motor Vehicles;
or

- (2) Has been found to be totally and permanently disabled by the Social Security Administration under any of their programs including but not limited to the Social Security Disability Insurance Program under Title II of the Social Security Act and including, but not limited to the Supplemental Security Income Program under Title XVI of the Social Security Act; or
- (3) Has been determined to be permanently disabled by any branch of the military or Veterans' Administration; or
- (4) The City Manager or his designee has determined that the individual is disabled based on the statement of a licensed physician.

No customer shall be designated as a "disabled customer" if there is an able bodied person residing at the customer's house.

"Development" shall mean any new or existing project, facility or building, the users of which generate waste within and/or on the property.

"Disposal" shall mean the complete operation of treating and disposing of accumulations of refuse and of the product or residue arising from such treatment.

"Dump" shall mean to discard or relinquish control or possession of, and includes any act of littering.

"Dwelling unit" shall mean a residential, single-family dwelling and each separate apartment dwelling of a duplex, triplex or fourplex up to and including four (4) apartments, including upstairs, basement, garage or detached apartment or housing units. The term does not include commercial units, industrial units or institutional users.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation

of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Facility" shall mean something that is installed or established to serve a particular purpose.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

"Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

"Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, and pizza boxes.

"Food Waste" means Food Scraps and Food-Soiled Paper.

"Garbage" shall mean and include:

- (1) Solid wastes as defined in California Public Resources Code Sections 40191 and 49503.
- (2) Every accumulation of waste, animal, vegetable and/or other matter that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including but not by way of limitation, used cans and other food containers, all putrefactive or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents, and other noxious or offensive matter or material, usually and ordinarily referred to as garbage or market refuse. It includes all kitchen and table leavings or waste, offal, swill, all discarded accumulations of animal vegetable or other matter resulting from the preparation or consumption of food or foodstuffs.
- (3) Refuse or rubbish accumulations with the exception of anything which meets the definition of recyclable materials, green waste, household hazardous waste, hazardous waste, infectious waste or construction rubbish as set forth herein.

"Green waste" shall mean cut shrubbery, trees, shrubbery trimmings, dead flowers, grass cuttings, dead plants, grass clippings, weeds, vines, brush, leaves, dead trees or branches thereof, chips, shavings, sawdust, straw, and other similar organic material which may be effectively composted and other forms of organic matter generated from landscapes and gardens, separated from other forms of solid waste.

"Green waste collection program" shall mean the program by which the City collects green waste from residential, commercial, industrial, institutional and government customers of garbage collection services. The collection of green waste shall be by a service schedule which may be separate from those for the pickup of garbage and recyclable materials.

"Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.

"Gray Container Waste" means Solid Waste that is collected in a Gray Container that is not acceptable for placement in a Blue or Green Container as part of a three-container collection service.

"Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

"Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

"Inspection" means a site visit where a Jurisdiction reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than

2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

"Multi-Family residential dwelling units" or "Multi-Family" shall mean from or pertaining to residential premises with five (5) or more dwelling unit. Multi-Family premises do not include hotels, motels or other transient occupancy facilities, which are considered Commercial Businesses.

"Hazardous waste" shall mean:

- (1) Any substance which has been determined to be a hazardous substance such that it cannot be disposed of in the County's landfill and is required by County ordinance, State law, Federal law or by County, State or Federal regulations to be transported to a specialized disposal facility set aside for hazardous waste. Hazardous wastes include but are not limited to household hazardous wastes.
- (2) A waste, or combination of wastes, which because of its quality, concentration, or physical, chemical, or infectious characteristics may do either of the following:
 - (a) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
 - (b) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- (3) All waste defined or characterized as hazardous waste by the Federal law in 42 USC 3251 et seq., as amended, and all future amendments thereto, or regulations promulgated hereunder; or
- (4) All waste defined by agencies of the State of California (including without limitation the Department of Health Services and the California Waste Management Board) having jurisdiction over hazardous waste generated by facilities within such state, provided that the term "hazardous waste":

- (a) Is intended to mean and include those substances that are not normally expected to be disposed of by generally accepted sanitary landfill disposal methods.
- (b) Shall include radioactive wastes.
- (c) Shall be construed to have the broader, more encompassing definition where there exists a conflict in the definitions employed by two (2) or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste.

"Household hazardous waste" shall mean any waste produced by a household that contains an ingredient listed in the Code of Federal Regulations Chapter 40 part 261.33(e) or 261.33(f), or that exhibits characteristics of ignitability, corrodibility, reactivity (e.g., an oxidizer) toxicity, or infectiousness. Empty containers retaining residues of household hazardous waste include, but are not limited to, each of the following: household cleaners, pesticides, batteries, wood preservatives, automobile polish, furniture polish fertilizers, automotive products, adhesives and sealants, paints and coatings, photographic chemicals, swimming pool chemicals, and used oils.

"Industrial units" shall mean any business establishment engaged in manufacturing, warehousing, construction, and/or demolition or other similar activity.

"Infectious waste" shall mean solid waste capable of producing an infection or pertaining to or characterized by the presence of pathogens or medical waste regulated by the California Health and Safety Code Section 117600 et seq. It includes, but is not limited to certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals, medical testing labs, and any waste that includes animal wastes or parts from slaughterhouses or rendering plants.

"Material recovery facility" shall mean a solid waste facility where source-separated recyclable materials are processed and recovered. It shall mean any property and/or facility that the City shall designate at any time to be used for the recycling of any or all recyclable materials that are accumulated through the City recyclable program.

"Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

"Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

"Organic Waste" includes Green waste and Food Waste.

"Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

"Permittee, licensee or franchisee" shall mean any person or solid waste enterprise who accumulates, collects, transports or disposes of any form of garbage, refuse, rubbish, hazardous waste, household hazardous waste, infectious waste, construction rubbish, recyclable materials, green waste or any other

solid waste, for compensation pursuant to a City Council-granted permit, license, contract or franchise issued under this chapter.

"Person" shall mean and include individuals, companies, firms, corporations, partnerships, trusts, associations or combinations thereof.

"Premises" shall mean any single-family residential, multifamily residential, industrial, commercial, retail, institutional or governmental properties of any kind, or any other dwelling, building or vacant property where solid waste is generated or accumulates for disposal.

"Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

"Public highway" shall mean any public street, alley, road, walkway, public place or highway open to and used by the traveling public and not used as a private right-of-way.

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recyclables" means those materials that by way of collecting, sorting, cleansing, treating, and reconstituting materials would otherwise become solid waste, and by processing can be returned to the economic main stream in the form of raw materials for new, reused, or reconstituted products. Recyclables include, but are not limited to, newsprint, mixed paper, aluminum, plastics, glass, metal, cardboard, chip board, junk mail, magazines, newspaper, books, computer paper, and the like.

"Recycling" shall mean the process of collecting, sorting, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream as defined in the California Public Resources Code Section 40180.

"Recyclable material" shall mean solid waste material such as newspapers, printed matter, paper products, aluminum cans, other cans, glass, beverage containers, bottles, plastic containers, paste board, corrugated cardboard and other items that through a process of collecting, sorting, cleansing, treating and reconstituting is returned to the economic mainstream in the form of raw material for new, reused, remanufactured, reprocessed or reconstituted products which meet the quality standards necessary to be used in the market place.

"Recycling program" shall mean the program by which the City collects recyclable materials from residential, commercial, industrial, institutional and government customers of garbage, refuse, rubbish or green waste collection services. The collection of recyclable materials shall be by a service schedule that may be separate from those for the pickup of garbage, refuse, rubbish and green waste.

"Recycling station" shall mean any property and/or facility that is used or designated to be used at any time for the recycling of any or all recyclable materials including green waste materials.

"Refuse" shall mean all solid waste, including, but not limited to all rubbish, construction rubbish, recyclable materials, garbage, green waste, and household hazardous waste as defined in this chapter or as defined in California Public Resources Code Sections 40191 and 49503.

"Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

"Residential customer" shall mean the owner or/and occupant of a one-family dwelling unit and/or multifamily dwelling units.

"Residential units" shall mean all dwelling units including one-family residential dwelling units, multifamily residential units, apartments, condominiums, planned unit developments or any other dwelling units occupied or used by people for living, sleeping and other domestic activities.

"Recycling" shall mean the process by which material that would otherwise be disposed of is collected and reused to make another product after its first use is completed and for which a market is identified for the collected materials.

"Recoverable material" shall mean material which is capable of being retrieved or diverted from disposal or transformation for the purpose of recycling, reuse, and composting. Recoverable material does not include those materials generated from and reused on-site for manufacturing purposes.

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

"Rubbish" shall mean all solid waste material, both combustible and noncombustible, consisting of waste wood, wood products, mattresses, rubber, plastics, clothing, rags, shoes, boots, carpets, linoleum, oil cloth, waste pulp, glass, crockery, bottles, shelves, cans, wire, products used for packaging, or wrapping, building and yard sweepings, old metals, mineral or metallic substances, earth, rock, ashes, cinders, water heaters, furnaces, furniture, washers, dryers, refrigerators, televisions, radios, or other waste material or other discarded, abandoned or useless matter which by its presence or accumulation may injuriously affect the health, comfort, safety or convenience of any portion of the community by increasing the danger of disease, injury or damage to person or property, or hazard by fire; and shall include all other organic or inorganic matter rejected, abandoned or discarded by the owners or producers thereof as useless or offensive. Rubbish does not include wastes and other materials, including but not limited to, objects not easily moved by one man, such as discarded automobile bodies, other bulky or heavy objects, manure or offal or waste from animal yards.

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code,

establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or **"SB 1383 Regulatory"** means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

"Scavenge" shall mean the unauthorized removal of any recyclable materials or solid waste without a permit under this chapter.

"Self-Hauler" means a person, who hauls Solid Waste, he or she has generated using the generator's own equipment.

"Solid waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

"Source reduction" shall mean efforts taken to minimize the quantity of waste generated and entering the waste stream.

"Source reduction/recycling plan" shall mean a written policy approved by the City describing how waste reduction and recycling is to be accomplished within a residential, commercial, industrial, institutional, governmental development or facility.

"Source Separated" means the segregation, by the generator, of materials designated for separate collection for some form of recycling, processing, recovery, or reuse.

"State" means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Supermarket.
- (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food Service Provider.
- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (6) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

“Waste” shall mean the unwanted by product of residential use or of commercial, industrial, institutional or governmental operations.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.02. General sanitary condition required.

All buildings, lots, places, and premises in the City shall continuously be kept, by the owners, managers or occupants thereof, in a clean and sanitary condition.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.03. Use of buildings, lots and premises as dumping grounds.

It is hereby declared to be a nuisance and it shall be unlawful for any owner or person to dump, use, suffer or permit to be used any building, lot or premises owned, occupied, or controlled by him or her in the City, for the throwing, dumping or depositing garbage, refuse, rubbish, hazardous waste, household hazardous waste, construction rubbish, infectious waste, green waste including depositing of table refuse, offal, swill, night soil, slops, accumulation of animal, vegetable or other matter that is: (1) liable to become putrid; or (2) attends the preparation, consumption, decay, dealing in or storage of meats, fish, fowl, fruits, vegetables, animals, offal, ashes or cans.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.04. Depositing animal carcasses and animal by-products.

It is hereby declared to be a nuisance and it shall be unlawful for any person to cause, suffer or permit the carcass of any animal to remain upon any lot, premises, building or place owned, controlled, managed or occupied by him or her in the City, for a period of twenty-four (24) hours, or to cause or suffer any animal or animal byproduct liable to become putrid, to collect or be deposited upon any lot, building, premises owned, controlled, managed or occupied by him or her.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.05. Depositing garbage, refuse and rubbish, etc. on public highways, streets, alleys and public property.

It shall be unlawful for any person to place, throw, deposit, dump or stand any paper, cans, bottles, broken glass, ash, tree accumulations, refuse, trash, rubbish, garbage upon any public or private alley, street or public grounds within the City or cause the same to be so done; except that recycled materials and green waste may be deposited in proper containers or properly bundled for the purpose of having the same collected by the City or by an authorized contract agent, licensee, franchisee or permittee in accordance with this Code.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.06. Use of public refuse receptacles or public collection containers.

It shall be unlawful for any person to place or cause to be placed in any refuse receptacle or public collection container owned by the City of Coalinga and located upon any public street or public place any waste matter originating within or upon any private property, provided, however, that pedestrians or other persons using the said street or public place shall be permitted to deposit in said receptacle or container miscellaneous small articles of waste matter carried by them.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.07. Littering prohibited.

- (a) *Littering.* No person shall throw, deposit, leave, keep or permit to be thrown, deposited, placed, left or maintain any refuse, rubbish, garbage or other discarded or abandoned objects, articles, or other litter in or upon any street, alley, sidewalk, storm drain system, or business place, or upon any public or private plot of land in the City so that the same might become a pollutant, except in containers or in lawfully established solid waste facilities. The occupant or tenant or, in the absence of occupant or tenant, the owner or proprietor of any real property in the City in front of which, there is a paved sidewalk shall maintain said sidewalk free of dirt or litter to the maximum extent practicable. Sweepings from the sidewalk shall not be swept or otherwise made or allowed to go into the gutter or roadway, but shall be disposed of in receptacles maintained as required for the disposal of solid waste.
- (b) *Depositing litter in waterbody.* No person shall throw or deposit litter in any fountain, pool, lake, stream, river, or any other body of water in a park or elsewhere within the corporate limits of Coalinga.
- (c) *Property owner responsible.* Every person occupying or having charge and control of property on which a prohibited disposal of waste materials occurs shall cause the proper collection and disposal of the same.
- (d) *Public danger.* No person shall dispose of solid waste materials that creates a danger to public health, safety and welfare and otherwise threatens the environment, surface waters, and groundwater; therefore, any owner or occupant of property who fails to remove waste material within a reasonable time may be charged with creating a nuisance upon the property.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.08. Burying refuse, rubbish, garbage, hazardous waste, household hazardous waste and infectious waste.

It shall be unlawful for any person to bury or permit to be buried, any refuse, rubbish, construction rubbish, garbage, hazardous waste, household hazardous waste or infectious waste. It shall not be unlawful for a person to bury green waste if green waste has either been ground up for the purpose of composting or mulching or is of such a type or texture that grinding up or chipping is not necessary in order to compost and/or mulch the green waste back into the soil.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.09. Scavenging garbage, refuse, rubbish, construction rubbish, hazardous waste, household hazardous waste, infectious waste, recyclable materials and green waste.

It shall be unlawful for a person to scavenge or permit to scavenge any refuse, rubbish, construction rubbish, garbage, hazardous waste, household hazardous waste, infectious waste, recyclable materials or green waste in the City.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.10. Burning of refuse, rubbish, garbage, hazardous waste, household hazardous waste and infectious waste.

Except for permitted burns in those areas zoned for agriculture it shall be unlawful for any person to burn any refuse, rubbish, garbage, hazardous waste, household hazardous waste, infectious waste, recyclable materials or green waste. It is hereby declared to be a nuisance and it shall be unlawful for any person to burn or suffer or permit to be burned, upon any premises owned, occupied or controlled by him in the City, any bone, feathers, offal, flesh, hair or other substance in such a manner as to cause odors or gas therefrom to taint the air and render it unwholesome or injurious to the health, or offensive to the senses of the inhabitants of the City. It shall be lawful for a person to burn refuse, rubbish, garbage, green waste or other solid pursuant to a permit first obtained from the Fire Chief and under the conditions imposed by such permit.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.11. Special arrangements permits for disposal of certain items.

Special arrangements must be made and special permits must be issued by the County, State of California, or Federal agencies for the disposal of any of the following items: Ammunition, explosives, industrial waste, chemicals, infectious wastes, hazardous waste, radioactive waste, acids, drugs, medicines, human feces, unwrapped animal feces, and items which are too large for the collection equipment or which may damage the collection machinery such as large pieces of metal and machine parts.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.12. Exclusive right of City to accumulate, collect, remove, transport and dispose.

- (a) *Exclusive right of the City.* The accumulation, collection, removal, transportation and disposal of garbage, rubbish, refuse, hazardous wastes, household hazardous wastes, infectious wastes, construction rubbish, recycling materials, green wastes and other solid wastes as well as public street sweeping services, shall be controlled by the City for the protection of the public health, safety and welfare and reduce the danger of fire and conflagration, limit sources of noise, control vermin

and vectors, mitigate environmental impacts including the reduction of air pollution and to promote economies and efficiencies in the delivery of municipal services in the City. The City Council finds that, a comprehensive City-operated and controlled system for the periodic accumulation, collection, removal, transportation and disposal of garbage, rubbish and refuse, the recycling of recyclable materials, the sweeping of the public streets, and the collection, removal, transportation and disposal of green waste, from all property in the City is essential and benefits all occupants and owners of premises in the City. The City reserves to itself the exclusive right to accumulate, collect, transport and dispose of, or cause to be accumulated, collected, transported and disposed of, all offal, swill, refuse, garbage, rubbish, recycling materials, green waste materials, debris and all other solid waste produced or found within the corporate limits of the City of Coalinga. It is hereby declared to be unlawful for any person, except as provided by the City Council under a City-granted contract, permit, license or franchise to accumulate, collect, transport or dispose of offal, refuse, garbage, rubbish, construction rubbish, hazardous waste, household hazardous waste, infectious wastes, recycling materials, green wastes, debris, or any other solid wastes produced or found within the City limits.

- (b) *Collection categories.* The City Council or City Manager may determine solid waste management collection categories, whether single-family residential, multifamily residential, industrial, institutional, governmental, and may make or impose requirements in connection with the issuance of any City contract, permit, license or franchise.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.13. City council may issue contracts, permits, franchises and licenses for the accumulation, removal, collection, transportation and disposal of solid waste.

- (a) *Contracts, permits, franchises and licenses.* The City Council may grant contracts, permits, franchises and licenses for the accumulation, collection, transportation and disposal of garbage, refuse, rubbish, hazardous waste, household hazardous waste, infectious waste, construction rubbish, recyclable materials, green waste and other solid waste within the City limits upon such terms and conditions as the City Council may from time to time determine to be in the best interest of the City, and consistent with State and Federal law. No person shall accumulate, collect, transport and dispose of any garbage, refuse, rubbish, hazardous waste, household hazardous waste, infectious waste, construction rubbish, recyclable materials, green waste or other solid waste within the City limits without applying for and receiving all permits required by the City, State or Federal governments.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.14. Application for a contract, permit, franchise or license for the accumulation, removal, collection, transportation or disposal of solid waste.

- (a) *Application.* Any person desiring to obtain a contract, permit, franchise or license for the accumulation, removal, collection, transportation or disposal of garbage, refuse, rubbish, hazardous

waste, household hazardous waste, infectious waste, recyclable materials, green waste or other solid waste within the City shall sign and file an application with the City and pay a permit application fee established by resolution by the City Council. Each application shall be filed with City and shall include, but not be limited to the following information:

- (1) The name and address of the applicant.
 - (2) The type and approximate tonnage of garbage, refuse, rubbish, hazardous waste, household hazardous waste, infectious waste, construction rubbish, recyclable materials, green waste or other solid waste to be collected in each of the applicable areas: Single-family residential, multifamily residential, industrial, commercial, institutional and government units.
 - (3) For hazardous waste, household hazardous waste and infectious waste, written proof that the person has obtained insurance coverage as required by the City Manager or City Attorney and all necessary permits from the County, State of California and Federal agencies for the accumulation, removal, collection, transportation or disposal of such waste.
 - (4) A source reduction and recycling plan with details and time frame for implementation on how the City contract agent, licensee, franchisee or permittee will provide the programs to its customers as required by the City and State of California and includes a plan to achieve the reduction or diversion of solid waste to achieve a fifty (50) percent diversion rate through source reduction, recycling and composting.
 - (5) Technical, instructional, promotional and educational programs to achieve the diversion rates required by the City and State of California.
 - (6) Special solid waste programs.
 - (7) Other information or additional financial information from the applicant, including, but not limited to, the right to audit financial records, or require a performance bond, or other suitable evidence of financial responsibility.
 - (8) Certified copy of the applicant's last fiscal year financial report, audited by a certified public accountant.
- (b) *When the application has been received, it shall be considered and approved by the City-authorized staff person.* The decision by the City staff may be appealed to the City Manager whose decision shall be final.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.15. Business license required.

Any person owning, managing or operating a business to accumulate, collect, transport or dispose of refuse, garbage, rubbish, offal, construction rubbish, hazardous waste, household hazardous waste, infectious wastes, recycling materials, green wastes, debris, or any other solid wastes produced or found within the City limits must obtain a business license from the City.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.16. Unlawful to exceed designated prices.

It shall be unlawful for any City contract agent, permittee or any person engaged in or carrying on the business of collecting, removing, transporting garbage, refuse, rubbish, offal, construction rubbish, recycling materials, household hazardous wastes, hazardous wastes, infectious wastes, green wastes to charge any person any sum of money in excess of the prices set forth by the City.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.17. Duties of City contract agents, licensees, franchisees and permittees.

- (a) *Compliance with laws and regulations.* Any person with whom the City contracts, licenses, franchises or permits to dispose of garbage, refuse, rubbish, household hazardous waste, hazardous waste, infectious wastes, construction rubbish, recyclable materials, green waste materials or any other solid waste shall accumulate, remove, transport and dispose of all such material in strict compliance with all applicable Federal, State, County, and City health and environmental laws, ordinances, rules and regulations, and under the supervision and to the satisfaction of the City Manager and City Council.
- (b) *Equipment requirements.* Vehicles used by the City contract agents or permittees for solid waste collections shall be in safe and operable condition. Vehicles shall be painted with the firm name on each side. No materials shall leak, fall or be spilled from any such vehicle or container attached thereto. Vehicles shall be equipped with shovels, brooms to clean up spillage. Equipment bodies shall be metal and watertight. Vehicles must pass City-approved inspections and meet applicable air quality and vehicle emissions standards. Truck bodies shall be closed when used to transport solid waste, hazardous waste or infectious waste contents to places of disposal or separation for recycling. Vehicles shall be operated in such manner as to minimize their exterior noise levels in the City. Vehicles must conform to the California Vehicles Code and all other applicable laws and are subject to inspection at any time by the City or the California Highway Patrol.
- (c) *Vehicle permits.* Each vehicle required to have a permit pursuant to this chapter must pass a California Highway Patrol Biannual Inspection for each vehicle or other inspection approved by the Public Services Coordinator. Proof of inspection is required to be submitted to the City twice per year. Failure to pass the vehicle inspection may result in denial or revocation of a contract, permit, license or franchise.

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- (d) *Container maintenance.* All City contract agents, licensees, franchisees and permittees shall maintain their containers to present a well-kept appearance and ensure that the container area is left clean of debris and refuse after pickup or delivery. User shall be responsible for the cleanliness of the containers and sanitary conditions of the surrounding area between services.
 - (e) *Source reduction and recycling requirements.* All City contract agents, licensees, franchisees and permittees shall comply with the solid waste source reduction and recycling provisions of this chapter and shall submit monthly reports to the City from a State- or County-certified weighing facility documenting the gross tonnage collected and net tonnage diverted. The City reserves the right to randomly select trucks to have weighed by a state-certified facility to ensure compliance. All costs for random weight measurements will be borne by the contract agent, licensee, franchisee or permittee.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.18. City collection and disposal service required.

Every person owning, occupying or managing a building, lot, premises or developed parcel shall subscribe to the garbage, refuse, rubbish, recycling materials and green waste collection service from the City whether the owner or occupant uses the garbage collection services or not. All such occupants are made liable for the garbage collection charges, recycling program charges, public street sweeping program charges, green waste collection program charges or any other charges penalties and fines established by the City Council by resolution. Each owner or occupant shall pay at least the minimum rate established for such services.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.19. Unlawful to interfere or hinder accumulation, collection, removal, transportation and disposition.

It shall be unlawful for any person to hinder, threaten, impede, obstruct in any manner or to interfere with the accumulation, collection, removal, transportation or disposition of refuse, rubbish, garbage, household hazardous wastes, hazardous wastes, infectious wastes, construction rubbish, recyclable materials, green wastes or other solid wastes by the City or any person authorized by license, contract, permit or franchise to accumulate, collect, remove, transport and dispose of the same.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.20. Residential collection services.

- (a) *Street collection service.* For those parts of the City in which alley collection service is not applicable and street collection service is required:

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- (1) Customers shall be responsible for placing garbage, refuse and rubbish containers at the curb line by 6:00 a.m. in the location determined by the City, on collection days.
 - (2) Residential customers shall be responsible for placing recyclable material containers or green waste bundles at the curb line by 6:00 a.m., at the location determined by the City, on collection days.
 - (3) Residential customers may use a container for green wastes or shall bundle recyclable materials or green wastes as hereinafter specified on collection days.
 - (4) In all cases of dispute and complaints arising as to the place where the garbage, refuse and rubbish containers or recycling containers shall be placed awaiting removal thereof, the Public Services Coordinator shall forthwith designate the place for the same. The decision of the Public Services Coordinator may be appealed to the City Manager whose decision shall be final.
- (b) *Alley collection service.* For those parts of the City where alley collection service is applicable:
- (1) Residential customers shall be responsible for placing garbage, refuse and rubbish containers at the property line by 6:00 a.m. in through alleys, on the side of the alley designated in advance by the City, on collection days.
 - (2) Residential customers shall be responsible for placing recyclable material and green waste containers or green waste bundles at the property line by 6:00 a.m. at the location designated by the City, in through alleys on collection days.
 - (3) Residential customers may use a container for green wastes or shall bundle green wastes as hereinafter provided.
 - (4) In all cases of dispute and complaints arising as to the place where the garbage, refuse and rubbish containers or recycling materials containers shall be placed awaiting removal thereof, the Public Services Coordinator shall forthwith designate the place for the same. The decision of the Public Services Coordinator may be appealed to the City Manager whose decision shall be final.
 - (5) The lids of all containers shall be completely closed to prevent the spillage of contents during collection.
- (c) *Bundle regulations.* Bundles of cardboard, papers, magazines, tree limbs, brush and other green waste material must be tied with a heavy compostable cotton cord strong enough to act as a handle or may be placed in acceptable containers. Any such bundle or item may not exceed four (4) feet in length, twelve (12) inches in diameter or weigh in excess of sixty (60) pounds.
- (d) *City property.* From the time of the placement of garbage, refuse, rubbish, recyclable materials, green waste at the curbside, property line or other designated collection locations or in any container used for recycling or other solid wastes provided by the City, contract agent, licensee,

franchisee or permittee, said recyclable materials or other solid wastes shall be and become property of the City or City-authorized agent.

- (e) *Disabled customer.* The City shall, upon request, transport garbage containers, recyclable materials containers green waste containers and/or green waste bundles from the front of the dwelling unit to the curb or alley site described above, for individuals who qualify as being disabled customers. Disability will be determined based on an application made to the City, not by a contract agent, if any. The City will provide the contract agent, if any, with an updated list of people who have been determined by the City to be disabled customers.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.21. Residential collection service frequency.

- (a) *Collection frequency.* The City Council shall determine the frequency of collection service.
- (b) *Collection times.* All customers shall place the collection containers at their City-designated location(s) not later than 6:00 a.m. on the collection day and no sooner than (24) hours before collection day.
- (c) *Empty collection containers.* No empty solid waste collection container shall be allowed to remain at the curb after 8:00 a.m. on the day after collection day.

(§ 1, Ord. 681, eff. May 2, 2003; Ord. No. 800, § 1, eff. 6-17-2017)

Sec. 6-2.22. Residential dwelling unit collection containers.

- (a) *Collection containers.* For all residential dwelling unit customers receiving collection, the City shall, at no cost to the existing customers provide at the time of passage of the ordinance codified in this chapter:
 - (1) One (1) automated can for nonrecyclable solid waste, of a type which has a lid, a handle on the one (1) side and wheels on the bottom on the same side so that it can be rolled easily along smooth pavement. Such cans shall be kept in a sanitary condition by the owners thereof and shall at all times be secure against access of flies to the contents thereof.
 - (2) One (1) bin or can for recyclable materials.
 - (3) One (1) bin or cans for green waste materials.
- (b) *Collection container lids.* The lids of all containers shall be completely closed to prevent the spillage of contents during collection.
- (c) *Collection container regulations.* The following regulations shall apply to collections containers:

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- (1) No live or hot coals, ashes, or other things, which can cause a fire in a collection vehicle shall be placed in or with any solid waste or recyclable material container set out for collection. Cold ashes and coals placed for collection shall be container in such manner as to retard their blowing and flying on being emptied into the collection vehicle.
 - (2) No human or animal excrement shall be placed for collection by the City, except that solid animal excrement may be placed in a solid waste container if securely wrapped in paper or nonporous wrapper, or contained in a closed bottle or can.
 - (d) *Collection interference.* No person, other than City employees, City contract agents shall interfere in any manner with any container, or the contents thereof, nor move any such container or remove the contents thereof, from the location where the container is placed.
 - (e) *Containers for new construction.* The following regulations shall apply to all multifamily residential, commercial, industrial, institutional, and governmental new construction.
 - (1) Every contractor or builder engaged in the erection of a building or a structure shall provide a receptacle at or near such building or structure so being erected or repaired, within which construction materials shall be deposited to be removed by persons engaged in such work of erection or repair.
 - (2) The applicant shall pay the City the cost of providing one automated can and one or two recyclable materials containers or cans as described in this section as a condition to the issuance of a building permit for a new residence.
 - (f) *Additional containers.* No additional automated cans for non-recyclable solid waste will be permitted or allowed to be provided to the customer.
 - (g) *Replacement container.* If the residential customer needs a replacement automated can or recyclable material containers originally provided by the City, then the customer will be provided a replacement automated can or recyclable material containers by the City but will have to pay for the containers.
 - (h) *Container storage.* No garbage, refuse, rubbish containers or designated recyclable material or green waste containers shall be stored in the front yard. City designated garbage recyclable material or green waste containers may be stored in the alley for alley pick up customers.
 - (i) *Container identification.* Notwithstanding anything to the contrary in this section, customers shall be entitled to place their address on the containers using indelible ink.

(§ 1, Ord. 681, eff. May 2, 2003; Ord. No. 738, §§ 1, 2, eff. September 7, 2008; Ord. No. 800, § 2, eff. 6-17-2017)

Sec. 6-2.23. Multifamily, industrial, commercial, institutional and government refuse collection services: frequency and containers.

- (a) *Frequency of collection.* The collection of garbage, refuse, rubbish, recyclable materials, green waste or other solid wastes shall be made as many times per week as the City Manager, Public Services Coordinator or their designees may order from all multifamily residential units, industrial units, commercial units, institutional units and governmental units.
- (b) *Collection containers.* The City shall provide an automated can, dumpster or other containers approved by the Public Service Coordinator to all multifamily residential dwelling units, industrial units, institutional units, commercial units, institutional units, and governmental units at the time of the passage of the ordinance codified in this chapter. Such cans shall be kept in a sanitary condition by the owners thereof and shall at all times be secure against access of flies to the contents thereof.
- (c) *Collection container lids.* The lids of all containers shall be completely closed to prevent the spillage of contents during collection.
- (d) *Collection container regulations.* The following regulations shall apply to collections containers:
 - (1) No live or hot coals, ashes, or other things, which can cause a fire in a collection vehicle shall be placed in or with any solid waste or recyclable material container set out for collection. Cold ashes and coals placed for collection shall be contained in such manner as to retard their blowing and flying on being emptied into the collection vehicle.
 - (2) No human or animal excrement shall be placed for collection by the City, except that solid animal excrement may be placed in a solid waste container if securely wrapped in paper or nonporous wrapper, or contained in a closed bottle or can.
- (e) *Container location disputes.* In all cases of dispute and complaints arising as to the place where the garbage, refuse, rubbish green waste containers or recycling containers shall be placed awaiting removal thereof, the Public Services Manager shall forthwith designate the place for the same. The decision of the Public Services Coordinator may be appealed to the City Manager whose decision shall be final.
- (f) *Containers for new construction.* The following regulations shall apply to all multifamily residential, commercial, industrial, institutional, and governmental new construction.
 - (1) Every contractor or builder engaged in the erection of a building or a structure shall provide a receptacle at or near such building or structure so being erected or repaired, within which construction materials shall be deposited to be removed by persons engaged in such work of erection or repair.
 - (2) On all developed parcels for multifamily residential uses, commercial uses, industrial uses, institutional uses and government uses not currently having solid waste collection service, the

applicant for a building permit shall pay to the City the cost of providing the appropriate containers and bins.

- (g) *Replacement container.* If the customer needs a replacement automated can, dumpster or recyclable material containers originally provided by the City, then the customer will be provided a replacement automated can or recyclable material containers by the City, but will have to pay for the containers.
- (h) *Collection interference.* No person, other than City employees, City contract agents shall interfere in any manner with any container, or the contents thereof, nor move any such container or remove the contents thereof, from the location where the container is placed.
- (i) *Bundle regulations.* Bundles of cardboard, papers, magazines, tree limbs, brush and other green waste material must be tied with a heavy compostable cotton cord strong enough to act as a handle or may be placed in acceptable containers. Any such bundle or item may not exceed four (4) feet in length, twelve (12) inches in diameter or weigh in excess of sixty (60) pounds.
- (j) *Container storage.* No garbage, refuse, rubbish containers or designated recyclable material or green waste containers shall be stored in the front yard or side yard on a street, unless the containers are screened from public view. No containers containing garbage, refuse, rubbish, green waste, other solid waste or recyclable material shall be stored or placed for collection within a public highway, walkway, roadway, or any other traveled way, except that alleys may be used for these purposes if such use does not interfere with the alley use by vehicles.
- (k) *City property.* From the time of the placement of garbage, refuse, rubbish, recyclable materials, green waste at the curbside, property line or other designated collection locations or in any container used for recycling or other solid wastes provided by the City, contract agent, licensee, franchisee or permittee, said recyclable materials or other solid wastes shall be and become property of the City or City-authorized agent.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.24. Solid waste transportation and cleanup responsibility.

Until solid wastes are collected, the owner, occupant, or other person in charge of the day-to-day operation of each premises in the City shall be responsible for the immediate cleanup of any solid waste that is spilled, leaked, emptied, discarded or disposed of into the environment or which has otherwise come to be located outside the container. This responsibility applies as follows:

- (a) *Occupants.* The owner, occupant, or other person in charge of the day-to-day operation of each premises, shall immediately undertake to cleanup at the point in time when a spill or release has occurred due to any circumstances, whether by human or animal interference with the container, wind or other natural forces, or residual solid waste remaining following collection or removal.

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- (b) *Transporters.* Any person removing, collecting, or transporting solid wastes (including City crews) shall:
- (1) Use vehicle and conveyances so constructed as to be absolutely dust-proof, and so arranged as not to permit dust or other matter to shift through or fall upon the streets and alleys. The contents of such conveyances must be further protected so as to prevent the same from being blown upon the streets, alleys and adjacent properties.
 - (2) Transport all wet solid waste in watertight containers with proper covers, so that the solid waste shall not be offensive and every such container shall be kept clean and the solid waste so loaded that none of it shall fall, drop or spill to or on the ground, sidewalk or pavement.
 - (3) Undertake immediate cleanup at the point in time when a spill or release has occurred due to the removal or transport of solid waste.
- (c) *City cleanup expenses.* Any and all costs and expenses incurred by the City or on the City's behalf in investigating and cleaning a spill or a release of solid waste not properly or timely cleaned up under this chapter by the owner, occupant or transporter or other responsible party, may be assessed against such responsible persons, including all administrative expenses and legal fees and costs incurred by the City in investigating and cleaning the spill or release.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.25. Unauthorized use of collection containers and collection service locations.

- (a) *Unauthorized use of containers and service locations.* No person shall deposit garbage, refuse, rubbish, construction rubbish, hazardous waste, household hazardous waste, infectious waste, recyclable materials or green wastes or other solid waste in the container of another person, or set out solid waste for collection at another person's service location, premises, building or lot. No customer shall permit or consent to another person depositing garbage, refuse, rubbish, construction rubbish, hazardous waste, household hazardous waste, infectious waste or recyclable materials, green wastes or other solid wastes in his container or setting out the above items in this section for collection at his service location, premises, building or lot.
- (b) *Temporary service locations.* The City may establish temporary collection service locations where the City has knowledge of construction, demolition or other temporary obstacles that prevent the use or access to permanent service locations.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.26. Disposal by tree surgeons, professional tree trimmers, and lawn and landscaping service providers.

Tree surgeons, professional tree trimmers and lawn and landscaping service providers shall haul away and dispose of all tree trimmings and other green waste accumulated by them to the City-designated green waste recycling facility.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.27. Right to enter private property for the purpose of collection.

The City, contract agent or permittee shall have the right to enter private courts or places or other private property of single-family dwellings, multifamily dwellings or industrial, commercial, institutional or governmental units to make collections authorized under this chapter.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.28. Industrial, commercial, multifamily, institutional and government collection service charges.

- (a) *Charges set by resolution.* Monthly collection charges for industrial units, commercial units, multifamily units, institutional units and government units shall be set by resolution of the City Council.
- (b) *Separate billings for co-located businesses.* Industrial units, commercial units, multifamily units, institutional units and government units occupying the same space in a building shall each be subject to the same established charges as if at separate locations as adopted by the City Council by resolution.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.29. Collection services charges, billing and delinquencies.

- (a) *Charges on utility bill.* Collection charges, including the costs of the public street-sweeping program, shall be included on the regular City water, sewer, natural gas utility bill to persons. Where the customer does not have a City utility services, a separate bill for garbage, refuse, rubbish and recyclable materials service shall be mailed monthly to the person who owns or controls the premises served.
- (b) *Payment application.* All bills for collection service charges on the utility bills shall be due and payable at the same time as set by the City Manager or the City utility bills. Any payments received by the City for the payment of utility bills shall be applied to the outstanding balances of service charges in the following order: (1) street light assessments; (2) street sweeping charges; (3) garbage, refuse and rubbish charges; (4) sewer service charges; (5) natural gas charges; and (6) water service charges.

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- (c) *Service charges not part of utility bills.* All bills for collection service charges, which are not a part of the City utility bill, shall become delinquent in the same manner as regular City utility bills. If a bill for collection services is not paid within such time, the City may discontinue service for nonpayment of the bill, in which case service shall not be restored until the bill is paid in full.
 - (d) *Penalties and late fees.* If payment is not received within the billing period that the charge is made, the Finance Department may charge late fees and penalties as determined by resolution of the City Council. A dishonored check shall not be considered payment received.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.30. Mandatory solid waste source reduction, diversion and recycling.

- (a) *Recycling required under State law.* The City must by law be in compliance with Assembly Bill 939 (California Integrated Waste Management Act of 1989) as outlined in the California Public Resources Code Sections 40000 et seq. ("Act"). This law requires all cities and counties to reduce the amount of waste going to the landfill by twenty-five (25) percent by 1995 and fifty (50) percent by the year 2000. Fines of up to ten thousand dollars (\$10,000.00) per day may be levied by the State against the City for failure to meet these State-mandated recycling goals. To comply with the law and reduce waste going to the landfill, it is necessary that all existing and future residential, multifamily, industrial, commercial, institutional and government units and facilities implement plans to reduce and recycle all solid wastes.
- (b) *Mandatory source reduction and recycling policies.* The City has adopted mandatory source reduction and mandatory recycling policies as contained in this chapter and other policies, procedures, rules and regulations that may from time to time be issued or amended by the City Council or the City Manager.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.31. Mandatory recycling for single-family dwelling units.

- (a) *Mandatory recycling.* All owners and occupants of single-family residential dwelling units are required to separate garbage, recyclable materials and green waste materials and place them in appropriate City-approved containers as required under this chapter so that the City can meet its State mandate of fifty (50) percent solid waste diversion under Assembly Bill 939 (California Integrated Waste Management Act of 1989) as outlined in the California Public Resources Code Sections 40000 et seq.
- (b) *Collection subscription.* The owners and occupants of all single-family dwelling units shall subscribe to the City curbside garbage and recycling collection program within seven (7) days of occupying their residential dwelling unit.

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- (c) *Co-mingling of recyclable materials prohibited.* Co-mingling recyclable materials in the same container as garbage, refuse, rubbish, green waste or other nonrecyclable solid wastes shall be an infraction punishable by a fine or penalty set by resolution of the City Council.
 - (d) *Source reduction and recycling education.* The City will work with the owners and occupants of single-family residential units to encourage solid waste source reduction, diversion and recycling. Such City activities may include sending out notices, advertising in local publications, conducting workshops, obtaining formal commitments from residential owners, policing diversion rates, establishing penalties and taking enforcement actions for failing to comply with the solid waste reduction, diversion and recycling programs of the City.
 - (e) *Fines and penalties.* The City Council may establish fines and penalties by resolution for failure to engage in recycling or placing garbage or recyclable materials in the same container.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.32. Mandatory recycling regulations for multifamily, industrial, commercial, institutional, and governmental units and facilities.

- (a) *Mandatory recycling.* All owners, managers and occupants of multifamily, industrial, commercial, institutional and governmental units and facilities are required to separate garbage, recyclable materials and green waste materials and place them in appropriate City-approved containers as required under this chapter so that the City can meet its state mandate of fifty (50) percent solid waste diversion under Assembly Bill 939 (California Integrated Waste Management Act of 1989) as outlined in the California Public Resources Code Sections 40000 et seq.
- (b) *Collection subscription.* All owners or managers of multifamily, industrial, commercial, institutional and governmental units and facilities must subscribe to the City's garbage and recycling collection program within seven (7) days of occupancy of their units.
- (c) *Container location.* All owners or managers of multifamily, industrial, commercial, institutional and governmental units and facilities shall provide a location for the placement of garbage and recycling containers that are convenient for tenants and approved by the City. Containers must be on a concrete pad so that container wheels will roll and in a location that will allow collection trucks to pickup the container contents without having a City employee roll out the container from the storage area.
- (d) *Container contamination.* It is unlawful for the owner or manager of a multifamily, industrial, commercial, institutional or government unit or facility, to have unrecyclable material present in any recyclable materials container or green waste container serving their complex, business, institution, organization or unit.

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- (e) *Source reduction and recycling education.* The City will work with the owners, managers of multifamily, industrial, commercial, institutional and governmental units and facilities to encourage solid waste source reduction, diversion and recycling. Such City activities may include sending out notices, advertising in local publications, conducting workshops, obtaining formal commitments from businesses and institutions to recycle, policing diversion rates, establishing fines and penalties, identifying multifamily, commercial, industrial, institutional and governmental units that fail to comply with the solid waste reduction, diversion and recycling programs of the City and taking enforcement actions.
 - (f) *Fines and penalties.* The City Council may establish fines and penalties by resolution for failure to engage in recycling or placing garbage or recyclable materials in the same container.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.33. Source reduction and recycling plans required.

- (a) *Source reduction and recycling.* By a date designated by the City, all existing multifamily, industrial, commercial, institutional and government units and facilities as well as other developments over 5,000 square feet shall design and implement City-approved source reduction/recycling plans for white paper, computer paper, glass, cans, cardboard, paper products, and other recoverable materials as determined by the City or State of California.
- (b) *New development.* All new development, new multifamily, industrial, commercial, institutional and government units and facility occupancies requiring City approval, and physical expansions of buildings or uses exceeding five thousand (5,000) square feet shall submit to the City a source reduction/recycling plan addressing white paper, computer paper, glass, cans, cardboard, paper products and other recoverable materials as determined by the City or State of California. The proposed source reduction/recycling plan shall be submitted for approval to the City at the time of filing a development application.
- (c) *Multifamily development common areas.* Multifamily residential development of any size shall include a plan for recycling recyclable materials and green waste in the design of common areas.
- (d) *Source reduction and reporting.* Any licensee, franchisee, permittee or contract agent acting pursuant to this chapter or contract with the City shall provide and implement a source reduction/recycling plan for its customers to comply with State law and the programs specified in the City for source reduction and recycling plans, and submit monthly (or as otherwise determined by the City) reports to the City summarizing its progress in diverting solid waste generated by its customers in the City as required by the California Public Resources Code Section 41870 and 41821. The reports must identify the tonnage collected, tonnage recycled, tonnage composted, percent of waste recycled and/or composted, materials recycled, and the progress and programs implemented during the reporting period.

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- (e) *Fees.* The City Council may establish fees by resolution to review and approve source reduction/recycling plans.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.34. Mandatory recycling of construction and demolition waste.

- (a) *Threshold for covered projects.* The threshold for mandatory recycling of construction and demolition waste is as follows:
- (1) All construction and renovation projects within the City, the valuation of which are, or are projected to be, greater or equal to twenty thousand dollars (\$20,000.00) shall comply with this section. The cost of the project shall be the valuation ascribed to the project by the City's Building Inspector or the City's Public Works Department. In addition, all demolition projects having a total square footage of more than one thousand (1,000) shall be a covered project. Failure to comply with any of the terms of this section shall subject the project applicant to the full range of enforcement mechanisms as set forth in this chapter.
 - (2) All City-sponsored construction and renovation projects within the City, the costs of which are, or are projected to be, greater or equal to twenty thousand dollars (\$20,000.00) shall comply with this section. The cost of the project shall be the valuation ascribed to the project by the City's Building Inspector or the City's Public Works Department. In addition, all City-sponsored demolition projects having a total square footage of more than one thousand (1,000) shall be a covered project. These City-sponsored covered projects shall submit a recycling plan to the designated compliance official prior to beginning any construction activities and shall be subject to all applicable provisions of this section with the exception of enforcement mechanisms and penalties as set forth in this chapter.
 - (3) Applicants for construction, demolition and renovation projects within the City whose total costs are valued at less than twenty thousand dollars (\$20,000.00) shall be encouraged to divert at least fifty (50) percent of all project-related construction and demolition debris.
 - (4) Compliance with the provisions of this section shall be listed as a condition of approval on any building or demolition permit issued for a covered project.
- (b) *Recycling plan application forms.* Applicants for building or demolition permits involving any covered project shall complete and submit a recycling plan application which will be provided by the City at the time a permit is requested.
- (c) *Review of recycling plan.*
- (1) Notwithstanding any other provision of this Code, no building or demolition permit shall be issued for any covered project unless and until the City has approved the recycling plan. Approval shall

not be required, however, where an emergency demolition is required to protect public health or safety as determined by the City.

- (2) If the City determines that the recycling plan is incomplete or fails to indicate that at least fifty (50) percent by weight of all construction and demolition debris generated by the project, the recycling plan shall be returned to the applicant and marked "denied" or "further explanation required".
- (d) *Compliance with recycling plan.* Prior to receiving a certificate of occupancy or final inspection for the project, the applicant shall submit to the City documentation that the diversion requirement for the project has been met. The diversion requirement shall be that the applicant has diverted at least fifty (50) percent of the total construction or demolition debris generated by the project via reuse or recycling, unless the applicant has been granted an infeasible exemption pursuant to the chapter, in which case the diversion requirement shall be the maximum feasible diversion rate established by the City for the project. This documentation shall include all of the following:
 - (1) Receipts from the vendor or facility which collected or received each material showing the actual weight or volume of that material.
 - (2) A copy of the previously approved recycling plan for the project adding the actual volume or weight of each material diverted and landfilled.
 - (3) Any additional information that the applicant believes is relevant to determining its efforts to comply in good faith with this section.
- (e) *Weighing and disposing of wastes.* The City's authorized franchisee disposal company shall be responsible to pick up, weigh and dispose of all waste materials and construction debris in accordance with the approved recycling plan.
- (f) *Determination of compliance.* The City shall review the information submitted under the provisions of this section and determine whether the applicant has complied with the diversion requirement, as follows:
 - (1) *Full compliance.* If the City determines that the applicant has fully complied with the diversion requirements applicable to the project, the City shall approve the recycling plan and inform the Building Inspector that a certificate of occupancy or final inspection can be issued.
 - (2) *Substantial compliance.* If the City determines that the diversion requirement has not been achieved, or the City has determined on a case-by-case basis whether the applicant has made a good faith effort to comply with this section. In making this determination, the City shall consider the availability of markets for the construction and demolition debris landfilled, the size of the project, and the documented efforts of the applicant to divert construction and demolition debris. If the City determines that the applicant has made a good faith effort to comply with this section, the City shall approve the recycling plan and inform the Building Inspector that a certificate of occupancy or final inspection can be issued.

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- (3) *Noncompliance.* If the City determines that the applicant has not made a good faith effort to comply with this section, or if the applicant fails to submit the documentation required by this section within the required time period, then the applicant shall pay a penalty in the amount calculated as two (2) percent of the total project valuation. After payment of the penalty, the City shall inform the Building Inspector that a certificate of occupancy or final inspection can be issued.
- (g) *Falsification of records.* If the applicant deliberately provides false or misleading data to the City in violation of this section, the applicant may be subject to penalties in addition to those specified in this chapter. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from an applicant who is determined by a court of competent jurisdiction to have violated this section.
- (h) *Infeasible exemption.* The following procedures will be used to in applying for an infeasible exemption under this section:
- (1) If an applicant for a covered project experiences unique circumstances that the applicant believes make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time he or she submits the recycling plan required under subsection (b) of this section. The applicant shall indicate on the recycling plan the maximum rate of diversion he or she believes is feasible for each material and the specific circumstances that he or she believes make it infeasible to comply with the diversion requirement.
 - (2) The City shall review the information supplied by the applicant and may meet with the applicant to discuss possible ways to meeting the diversion requirement. The City may request that staff from appropriate County, State and Federal agencies assist in providing information and in the review process.
 - (3) If the City determines that it is infeasible for the applicant to meet the diversion requirement due to unique circumstances, he or she shall determine the maximum feasible diversion rate for each material and shall indicate this rate on the recycling plan submitted by the applicant. The City shall return a copy of the recycling plan to the applicant marked "Approved for Infeasible Exemption" and shall notify the Building Inspector and the Public Works Department that the recycling plan has been approved.
 - (4) If the City determines that it is possible for the applicant to meet the diversion requirement, he or she shall so inform the applicant in writing. The applicant shall have thirty (30) days to resubmit a recycling plan form in full compliance with subsection (b) of this section. If the applicant fails to resubmit the recycling plan, or if the resubmitted recycling plan does not comply with subsection (b) of this section, the City shall deny the recycling plan in accordance with the section.
- (i) *Appeals.* An appeal to the decision made by a City staff member may be made to the City Manager not longer than ten (10) calendar days after the City staff member's decision. The decision of the City Manager shall be final. The applicant must specifically state in notice of appeal the following:
- (1) The name and address of the appellant and the appellant's interest in the decision.

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- (2) The nature of the decision appealed and/or the conditions appealed from.
 - (3) A clear and complete statement of the reasons why, in the opinion of the appellant, the decision or the conditions imposed are unjustified or inappropriate.
 - (4) Specific facts of the matter in sufficient detail to notify the City. The appeal shall not be stated in generalities.
 - (j) *Civil penalties and enforcement.* If the City staff member, or upon appeal, the City Manager determines that the applicant is in noncompliance as described in this section, the applicant shall pay a civil penalty in the amount calculated at two (2) percent of the total project valuation. Until the civil penalty is paid, a certificate of occupancy may be withheld by the building Inspector. The City Attorney is authorized to bring a civil action in any court of competent jurisdiction to recover such civil penalties for the City.

(§ 1, Ord. 681, eff. May 2, 2003; as amended by §§ 1 and 2, Ord. 717, eff. October 20, 2006)

Sec. 6-2.35. Collection of recyclable materials by contract, license, franchise or permits allowed.

- (a) *City Council agreements to collect recyclable materials.* The City Council may grant contracts, licenses, franchises, permits or enter into agreements with any person, firm, or corporation for the collection, processing, and marketing of recyclable materials from designated collection locations within the City limits upon such terms and conditions as the City Council may from time to time determine to be in the best interest of the City, and consistent with the provisions of State and Federal law. In such event it shall be unlawful for any person, firm, or corporation other than the licensed, franchised or permitted contractor to collect, process, or market recyclable materials. Such contract, license, franchise, permit or agreement may be revoked at any time by the City Council for noncompliance with the provisions of this article or for violation of such contract, license, permit, franchise or agreement.
- (b) *Disposal of recyclable materials.* Nothing in the chapter shall limit the right of an individual to donate, sell, or otherwise dispose of his recyclable materials from his or her residential dwelling unit or shall limit the right of community nonprofit organizations (e.g., schools, churches, youth groups) to collect such donations.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.36. Emergency removal of solid wastes.

Nothing in this chapter shall be deemed to prohibit the removal and hauling by an unlicensed person of materials considered by the City to constitute a health menace of such nature as necessary to be promptly removed.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.37. Regulation of material recovery facilities and recycling stations.

It shall be unlawful for any person to engage in the business of owning, operating, managing or maintaining a material recovery facility or recycling station within the City unless such person complies with the provisions of this section:

- (a) *Diversion and recycling reports.* Once each month or other time designated by the City and on a day to be designated by the City, every material recovery facility and recycling station located within the City shall report to the City Manager or his or her designee, the volume in tons of each of the following categories of materials which have been received by that material recovery facility or recycling station since the last report, from any source within the City:
 - (1) Metal (including aluminum cans, other cans and scrap metals).
 - (2) Glass (including both colored glass and clear glass).
 - (3) Paper products (including, but not necessarily limited to newspaper, cardboard, and other paper products).
 - (4) Plastics (including California Redemption Value (CRV) plastics and non-California Redemption Value (CRV) plastics).
- (b) *Other reports.* Once each month or other time designated by the City, and on a day to be designated by the City, every material recovery facility and recycling station within the City limits shall report to the City Manager or his or her designee, the amount in tons of the recyclable materials which, the material recovery facility or recycling station has sent out of the City to the following destinations:
 - (1) Any landfill.
 - (2) Any secondary recycling location (recycled scrap metal dealer, metal fabricator, paper mill, etc.).
 - (3) Other locations, including but not limited to, any facility that has the intention of burning the recyclable materials.
- (c) *Transportation and clean up.* Any person engaged in such a business shall comply with the provisions of Section 6-2.23, in regard to the transportation and clean up of recyclable materials on City streets.
- (d) *Late fees and penalties.* The City Council may establish late fees and other penalties by resolution for failure to submit the proper reports on time or the failure to submit complete reports.

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- (e) *Legal compliance.* Any person owning, operating, managing or maintaining a material recovery facility or recycling station within the City shall only operate the material recovery facility or recycling station on a parcel that has received site plan approval from the City and shall comply with all zoning, other applicable ordinances and land use regulations of the City of Coalinga.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.38. Regulation of commercial disposition of construction rubbish.

It shall be unlawful for any person to engage in the business of owning, operating, managing or maintaining any commercial facility which has a purpose engaging in any business which accumulates, collects, transports or disposes of construction rubbish within the City unless such person complies with the provisions of this section.

- (a) *Reports.* Once each month or other time designed by the City and on a day designated by the City, each such business that is located within the City shall report the construction rubbish that the business has collected within the City limits and which it has then disposed of in each of the following manners:
- (1) Deposited in any landfill.
 - (2) Buried in any location other than a landfill or incinerated.
 - (3) Deposited at any location which has the intention of recycling the construction rubbish, including but not limited, to any concrete plant, asphalt plant or any location which intends to reuse directly any of the materials within the construction rubbish.
- (b) *Transportation and cleanup.* Any person engaged in such a business shall comply with the provisions of Section 6-2.23, in regard to the transportation and cleanup of construction rubbish on City streets.
- (c) *Late fees and penalties.* The City Council may establish late fees and other penalties by resolution for failure to submit the proper reports on time or the failure to submit complete reports.
- (d) *Legal compliance.* Any person owning, operating, managing or maintaining a commercial facility for the purpose of accumulating, collecting, transporting or disposing of construction rubbish within the City shall only operate the facility on a parcel that has received site plan approval from the City and shall comply with all zoning, other applicable ordinances and land-use regulations of the City of Coalinga.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.39. Regulation of commercial disposition of household hazardous wastes.

It shall be unlawful for any person to engage in the business of owning, operating, managing or maintaining any commercial facility which has as a purpose engaging in any business which accumulates, collects, transports or disposes of household hazardous wastes within the City of unless such person complies with the provisions of this section:

- (a) *Reports.* Once each month, or other time designated by the City and on a day to be designated by the City, each such business which is located within the City shall report to the City Manager or his or her designee, the volume, in tons, of the household hazardous wastes which the business has collected within the City limits and which it has then disposed of in each of the following manners:
 - (1) Deposited at any landfill.
 - (2) Buried in any location other than a landfill or incinerated.
 - (3) Deposited at any location which has the intention of recycling the household hazardous waste, including, but not limited to any recycling motor oil as well as the recycling of any insecticides and the recycling of any insecticides or other agricultural chemicals.
- (b) *Transportation and cleanup.* Any person engaged in such a business shall comply with the provisions of Section 6-2.23, in regard to the transportation and cleanup of household hazardous waste on City streets.
- (c) *Late fees and penalties.* The City Council may establish late fees and other penalties by resolution for failure to submit the proper reports on time or the failure to submit complete reports.
- (d) *Legal compliance.* Any person owning, operating, managing or maintaining a commercial facility for the purpose of accumulating, collecting, transporting or disposing of household hazardous waste within the City shall only operate the facility on a parcel that has received site plan approval from the City and shall comply with all zoning, other applicable ordinances and land use regulations of the City of Coalinga.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.40. Regulation of commercial disposition of hazardous wastes.

It shall be unlawful for any person to engage in the business of owning, operating, managing or maintaining any commercial facility which has as a purpose engaging in any business which accumulates, collects, transports or disposes of hazardous wastes within the City of unless such person complies with the provisions of this section:

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- (a) *Reports.* Once each month or other time designated by the City, and on a day to be designated by the City, each such business which is located within the City shall report to the City Manager or his or her designee, the volume, in tons, of the hazardous wastes which the business has collected within the City limits and which it has then disposed of in each of the following manners:
 - (1) Deposited at any landfill.
 - (2) Buried in any location other than a landfill or incinerated.
 - (3) Deposited at any location which has the intention of recycling the hazardous waste, including, but not limited to any recycling motor oil as well as the recycling of any insecticides or other agricultural chemicals.
 - (b) *Transportation and cleanup.* Any person engaged in such a business shall comply with the provisions of Section 6-2.23, in regard to the transportation and cleanup of hazardous wastes on City streets.
 - (c) *Late fees and penalties.* The City Council may establish late fees and other penalties by resolution for failure to submit the proper reports on time or the failure to submit complete reports.
 - (d) *Legal compliance.* Any person owning, operating, managing or maintaining a commercial facility for the purpose of accumulating, collecting, transporting or disposing of hazardous wastes within the City shall only operate the facility on a parcel that has received site plan approval from the City and shall comply with all zoning, other applicable ordinances and land-use regulations of the City of Coalinga.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.41. Regulation of commercial disposition of infectious wastes.

It shall be unlawful for any person to engage in the business of owning, operating, managing or maintaining any commercial facility which has as a purpose engaging in any business which accumulates, collects, transports or disposes of infectious wastes within the City of unless such person complies with the provisions of this section:

- (a) *Reports.* Once each month or other time designed by the City, on a day to be designated by the City, each such business which is located within the City shall report to the City Manager or his or her designee, the volume, in tons, of the infectious wastes which the business has collected within the City limits and which it has then disposed of in each of the following manners:
 - (1) Deposited at any landfill.
 - (2) Buried in any location other than a landfill or incinerated.

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- (3) Deposited at any location which has the intention of recycling the infectious waste, including, but not limited to any recycling motor oil as well as the recycling of any insecticides or other agricultural chemicals.
 - (b) *Transportation and cleanup.* Any person engaged in such a business shall comply with the provisions of Section 6-2.23, in regard to the transportation and cleanup of hazardous waste on City streets.
 - (c) *Late fees and penalties.* The City Council may establish late fees and other penalties by resolution for failure to submit the proper reports on time or the failure to submit complete reports.
 - (d) *Legal compliance.* Any person owning, operating, managing or maintaining a commercial facility for the purpose of accumulating, collecting, transporting or disposing of infectious waste within the City shall only operate the facility on a parcel that has received site plan approval from the City and shall comply with all zoning, other applicable ordinances and land use regulations of the City of Coalinga.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.42. Regulation of commercial disposition of green wastes.

It shall be unlawful for any person to engage the business of owning, operating, managing or maintaining any commercial facility which has as a purpose engaging in any business which collects green waste within the City unless such person complies with the provisions of this section.

- (a) *Reports.* Once each month or other time designated by the City, and on a day designated by the City, each such business which is located within the City shall report to the City, the volume, in tons, of the green wastes which the business has collected within the City limits and which it has then disposed of in each of the following manners:
 - (1) Deposited in any landfill.
 - (2) Deposited at any location which has the intention of burning the green wastes, including but not limited to any co-generation plant.
 - (3) Deposited in other locations, including but not limited to, any facility which had the intention of recycling the material for reuse (including but not limited to reuse by any form of composting or co-composting or as fertilizer or as soil amendments).
- (b) *Transportation and cleanup.* Any person engaged in such a business shall comply with the provisions of Section 6-2.23, in regard to the transportation and cleanup of green wastes on City streets.

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- (c) *Late fees and penalties.* The City Council may establish late fees and other penalties by resolution for failure to submit the proper reports on time or the failure to submit complete reports.
 - (d) *Legal compliance.* Any person owning, operating, managing or maintaining a commercial facility for the purpose of accumulating, collecting, transporting or disposing of green waste within the City shall only operate the facility on a parcel that has received site plan approval from the City and shall comply with all zoning, other applicable ordinances and land use regulations of the City of Coalinga.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.43. Indemnification, insurance and bonds.

- (a) *Indemnification.* All City contract agents, licensees, franchisees and permittees shall indemnify and hold harmless the City, its elected officials, appointed officials, officers, employees and volunteers from, any claims asserted against the City contract agent, licensee, franchisee or permittee or by third parties, arising out of personal injuries or property damage, including hazardous material clean up costs, fines and penalties, suffered by any such persons on account of the operations of the City contract agent, licensee, franchisee or permittee.
- (b) *Insurance.* The contract agent, licensee, franchisee or permittee shall provide and maintain in effect, general liability bodily injury, property damage and environmental liability insurance with limits in an amount approved by the City Manager and the City Attorney and as set forth in the City contract, license, franchise or permit granted by the City Council. The City contract agent, licensee, franchisee or permittee shall have the City, its elected officials, appointed officials, officers, employees and volunteers named as additional insured under each of the aforementioned policies, and such policies shall be endorsed by the insurance carrier to require thirty (30) days' written notice to the City prior to any cancellation thereof. The City contract agent, licensee, franchisee or permittee shall furnish to the City policy endorsements evidencing that the insurance required hereunder is in effect and such policy endorsements shall be in a form approved by the City Attorney.
- (c) *Performance bond.* A person engaged in performing such collection services shall file a performance bond in favor of the City in the sum and form approved by the City Manager and City Attorney to guarantee the faithful performance and compliance with the terms and conditions of City ordinances and the contract between the business and the City.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.44. No City contract, franchise, license or permit assignable.

Any City contract, franchise, license or permit issued pursuant to this chapter shall not be assignable to any person whomsoever except by the written consent of the City Council. Upon a discontinuance of business

by the person to whom such contract, license, franchise or permit is awarded, such license, franchise or permit shall be immediately taken up by the Public Services Coordinator or his or her designee.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.45. Revocation of City contract, franchise, license or permit.

- (a) *Grounds for revocation.* A City contract, franchise, license or permit to accumulate, collect, transport, or dispose of garbage, refuse, rubbish, hazardous wastes, household hazardous wastes, construction rubbish, recyclable materials, green waste materials or other solid waste materials under the provisions of this chapter may be revoked for the following reasons:
- (1) Violations of the provisions or the conditions of the City contract, franchise, license or permit issued by the City.
 - (2) Violations of Federal law, State law, City ordinances (including the City's business license ordinance and zoning ordinance), Federal regulations or State regulations.
 - (3) Improper or unsanitary accumulation, collection, transportation and disposal of solid wastes.
 - (4) Failure to meet the solid waste diversion requirements of Assembly Bill 939 (California Integrated Waste Management Act of 1989) as outlined in the California Public Resources Code Sections 40000 et seq.
 - (5) Failure to reports on time or to submit complete, accurate reports required by the City or State of California.
- (b) *Revocation procedures.* The Public Services Coordinator may revoke a permit by issuing a written order to the permittee. The order shall state the grounds for such revocation, and that if proof of compliance is not provided to the Public Services Coordinator within fourteen (14) calendar days from the date of the written order, the permit will be revoked thirty (30) days from the date the written order was mailed. The order shall be mailed by certified mail to the contract agent or permittee. The written order shall be subject to appeal to the City Manager if the appeal is made within fourteen (14) days from the date of the written order. Upon revocation of a permit, the permittee shall cease all services subject to the permit within thirty (30) calendar days from the date the order is mailed by the City Manager. The City Manager may adopt regulations to implement the provisions of this section.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.46. Fees, franchises, permits and licenses.

- (a) *Fees.* In accordance with Division 30, Part 1, Chapter 1 of the Public Resources Code Section 40000 et seq., and other applicable law, the City Council by resolution may levy fees within the City for solid waste collection and management purposes, including but not limited to implementation of an integrated waste management plan; inspection, auditing, review and planning for solid waste, hazardous waste, household hazardous waste and infectious waste releases and spills. Such fees may include, but not be limited to, fees for the costs of preparing and implementing source reduction and recycling elements; household hazardous waste elements, nondisposal facility elements and integrated waste management plans.
- (b) *Fee waiver.* The City Council may, at its election, waive any franchise, permit, or license fees, including but not limited to collectors of green waste. The City Council may exempt non-profit charities registered with the Attorney General of the State of California from permit and license requirements.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.47. Supplemental rules and regulations.

- (a) *Regulations and charges.* Supplemental rules and regulations and future charges may be adopted by the City Council by resolution.
- (b) *Enforcement.* The City Manager or his or her designees shall enforce the provisions of this chapter, and shall have the power to establish supplemental rules and regulations consistent within the provisions of this chapter or any supplemental rules and regulations adopted by the City Council governing the accumulation, collection, removal, transportation and disposal of garbage, refuse, rubbish, construction rubbish, hazardous waste, household hazardous waste or infectious waste.
- (c) *Copies.* Copies of such rules and regulations issued by the City Council or City Manager shall be maintained at all times in the Office of the City Clerk and shall be available for inspection by the general public.

(§ 1, Ord. 681, eff. May 2, 2003)Sec. 6-2.48. Right of entry of City officials for inspection.

To facilitate the enforcement of this chapter and to carry out the true intent thereof, it shall be lawful for the City Public Services Coordinator, Building Inspector, Code Enforcement Officer, Fire Chief, any Peace Officer or other City employee or official designated by the City Manager to enter any industrial unit, commercial units, multifamily unit including hotel, restaurant or public place or any yard or out building of any public place or private residence for the purpose of ascertaining the sanitary condition thereof, and the removal of unlawful or dangerous accumulations of refuse therein or thereon. The City Public Services Coordinator, Building Inspector, Code Enforcement Officer, Fire Chief, any Peace Officer or other City employee or official designated by the City Manager are hereby authorized and directed to enforce the provisions of this chapter, and any person denying or obstructing such entry or inspection shall be guilty of a misdemeanor.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.49. Violations.

- (a) *Conviction.* Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Code is committed, continued, or permitted by such person and shall be punished accordingly. Such violation may be prosecuted by the City Attorney in the name of the people of the State or California, or redressed by civil action.
- (b) *Fines.* Any person convicted of a violation of any section of this chapter shall be fined in a sum not exceeding one thousand dollars (\$1,000.00) for any one (1) offense and the person may be confined in jail for a period of not more than six (6) months, or both.
- (c) *Penalties.* The City Council may establish penalties by resolution for violations of this chapter.
- (d) *Civil enforcement.* As an alternative to criminal enforcement, the City of Coalinga has the independent authority of civilly enforcing any provisions of this chapter, to and including the authority to seek treble damages pursuant to California Code Section 66764. The City Manager and the City Attorney may invoke these remedies, or any of them, whenever he or she deems it appropriate.

(§ 1, Ord. 681, eff. May 2, 2003)

Sec. 6-2.50. Requirement for Commercial Business

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to Jurisdiction's three-container collection services. Jurisdiction shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the Jurisdiction.
- (b) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with Jurisdiction's Blue Container, Green Container, and Gray Container collection service.
- (c) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas

where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

- (1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (d) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
- (e) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the Jurisdiction's Blue Container, Green Container, and Gray Container collection service.
- (f) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (g) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (h) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (i) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.
- (j) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with this ordinance.

-
- (k) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (l) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in this ordinance.

WAIVERS FOR GENERATORS

- (a) De Minimis Waiver: City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section (a)(2) below.
- (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- (3) Notify Jurisdiction if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (4) Provide written verification of eligibility for de minimis waiver every 5 years, if Jurisdiction has approved de minimis waiver.

B. Physical Space Waiver: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this ordinance.

A Commercial Business or property owner may request a physical space waiver through the following process:

-
- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
 - (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
 - (3) Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.

REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

-
- (j) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

SELF-HAULER REQUIREMENTS

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that Jurisdiction otherwise requires generators to separate for collection in the Jurisdiction's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.
- (b) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to Jurisdiction if requested.
- (d) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

INSPECTIONS AND INVESTIGATIONS BY JURISDICTION

- (a) Jurisdiction representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) Jurisdiction representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) Jurisdiction shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

ENFORCEMENT

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.

(c) Responsible Entity for Enforcement

- (1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.
- (2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the Jurisdiction, in consultation with Jurisdiction Enforcement Official.
- (A) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
- (B) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) may issue Notices of Violation(s).

(d) Process for Enforcement

- (1) Jurisdiction Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section ____ establishes Jurisdiction's right to conduct Inspections and investigations.
- (2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (3) For Jurisdictions assessing contamination processing fees/penalties. For incidences of Prohibited Container Contaminants found in containers, Jurisdiction will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within ____ days after determining that a violation has occurred. If the Jurisdiction observes Prohibited Container Contaminants in a generator's containers on more than ____ (__) consecutive occasion(s), the Jurisdiction may assess contamination processing fees or contamination penalties on the generator.
- (4) With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's _____ policy/ordinance/guidelines.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address

of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 17 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, Jurisdiction will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if Jurisdiction determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 17, as needed.

The foregoing Ordinance was introduced by the City Council of the City of Coalinga, at a regular meeting held on December 2, 2021, and was passed and adopted at a regular meeting of the City Council held on _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Ron Ramsey, Mayor

ATTEST:

Shannon Jensen, City Clerk

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

Subject: Authorize City Manager to enter into an Agreement with CINTAS Uniform Services to Provide Uniforms to Public Works and Utilities Field Personnel and Further Authorize the City Manager to Cancel the Existing Contract with Aramark Uniform Services Which Will Expire on February 6, 2022

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Larry Miller, Public Works & Utilities Coordinator

I. RECOMMENDATION:

Authorize the City Manager to enter into an Agreement with CINTAS Uniform Services to Provide Uniforms to Public Works and Utilities Field Personnel.

II. BACKGROUND:

In section 9.01 of the MOU, The City agreed to provide shirts and pants to the field employees required to wear uniforms. Presently, we are contracted with Aramark for these services. That contract is about to expire, and issues with timely service has led Public Works to explore other providers.

III. DISCUSSION:

Presently through Aramark, Public Works employees are dressed in blue shirts with brown duck pants. Every employee is required to wear these. Additionally, employees that are required to work around or near traffic must also wear an ANSI 3 rated reflective vest. This vest is sourced through a different vendor, namely HiVisSupply. The cost per vest is \$34.09.

Moving to Cintas, would separate employees into two different uniforms. One with an ANSI 3 rated shirt in lieu of the shirt/vest combination, and one with just a simple blue shirt. Generally speaking, the division will be Public Works vs Utilities (Water Plant Operations). While you may see that the ANSI rates shirts are much more expensive, consider the price of a properly rated vest that must be replaced at least twice a year. This expense equates to roughly 1.30 per week per employee.

Additionally, there have been issues with Aramark actually supplying uniforms to our employees in a timely manner. There will be weeks where employees will not receive clothing to wear for a given week. To be clearer, Aramark provides a laundering service and garment maintenance. Employees will send clothes to be washed/repared and not have them returned in time to be worn. Some employees have resorted to providing their own clothes or laundering themselves as to not risk them not being returned. Talks with Aramark have not resolved the issue.

As a final note, you will see Cintas built "Landscapers" into their weekly rate. This is an additional expense that does not yet exist. We presently do not have any landscape employees.

IV. ALTERNATIVES:

Remain with Aramark – Not recommended.

V. FISCAL IMPACT:

It is difficult to compare apples to apples when looking solely at expenditure reports, so below is a rate vs rate comparison.

Aramark

Shirts – RATE: 0.41 – QTY: 207

Pant – RATE: 0.69 – QTY: 207

Safety Vest-- RATE: 1.31 – QTY: 24 *this is required for a direct comparison, but is supplied separately

Service Charge Rate: 43.82

TOTAL: 302.96/week

Cintas

HiVis Shirt – RATE: 0.83 – QTY: 142

Regular Shirt – RATE: 0.18 – QTY: 65

Pants – Rate: 0.43: 207

Service Charge Rate: 80.32

TOTAL: 299.08/week

Comparatively, the prices are nearly identical with Cintas reflecting a lower price. The final expense as quoted by Cintas, which includes future landscaper expenses, will be \$354.60 per week. Annually this is approximately \$18,439.20 and will be spread across Water Enterprise, Natural Gas Enterprise, Sewer Enterprise, and Gas Tax accounts.

ATTACHMENTS:

File Name	Description
 Cintas.City_of_Coaling_Proposal.pdf	Cintas Cost Proposal



HARD-WORKING STYLE & COMFORT



READY™





Proposal Date: 11/19/2021
 Expiration Date: 12/19/2021

Customer Name City Of Coalinga		Prepared For: City Of Coalinga	
Delivery Address: 4630 W Jennifer Ave		Delivery Address Line 2:	
City: Fresno	State / Province: CA	Zip / Postal Code: 93722	Phone: 559-935-1533



Garment Group 1

Garment	Frequency	Inventory	Unit Price	Price
 X383 X383-CARHARTT PANT	Weekly	11	\$ 0.43	\$ 4.76
 X65418 X65418-WK-SHRT/HI-VIS/ANSI3	Weekly	11	\$ 0.83	\$ 9.12
7 Employees / Price per employee per week: \$ 13.88			Weekly Total: \$	97.16



On call Public Works

Garment	Frequency	Inventory	Unit Price	Price
 X383 X383-CARHARTT PANT	Weekly	13	\$ 0.43	\$ 5.63
 X65418 X65418-WK-SHRT/HI-VIS/ANSI3	Weekly	13	\$ 0.83	\$ 10.78
5 Employees / Price per employee per week: \$ 16.41			Weekly Total: \$	82.05

landscapers

Garment	Frequency	Inventory	Unit Price	Price
 X65418 X65418-WK-SHRT/HI-VIS/ANSI3	Weekly	11	\$ 0.83	\$ 9.12
 X383 X383-CARHARTT PANT	Weekly	11	\$ 0.43	\$ 4.76
4 Employees / Price per employee per week: \$ 13.88			Weekly Total: \$	55.52

P.W. Utilities

Garment	Frequency	Inventory	Unit Price	Price
 X383 X383-CARHARTT PANT	Weekly	13	\$ 0.43	\$ 5.63
 X935 X935-COMFORT SHIRT	Weekly	13	\$ 0.18	\$ 2.28
5 Employees / Price per employee per week: \$ 7.91			Weekly Total: \$	39.55

Programs

Charge Description	Total Per Week
Uniform Advantage	\$ 40.16
Premium Uniform Advantage	\$ 0.00
Prep Advantage	\$ 25.10
Emblem Advantage	\$ 15.06
Weekly Total:	\$ 80.32

Other Charges

Charge Description	Price Per Week
Service Charge	\$ 0.00

Uniform Charges

Charge Description	One Time Charges
Name Emblem	\$ 1.95
Company Emblem	\$ 2.95
Custom Emblem 1	\$ 2.95
Preparation Charge	\$ 2.25

TOTAL

Charge Description	Sale Price
Weekly Delivery Total	\$ 354.60

Benjamin
Sales Partner

TIRAPELLIB@CINTAS.COM
UR v1



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

Subject: Police Department's Third Quarter Report
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	Third_Qtr_Report_2021.pdf	Third Quarter Report



COALINGA POLICE DEPARTMENT'S
THIRD QUARTER REPORT
July through Sept. 2021

Staffing Report:

- ▶ Authorized Strength: 15 sworn / funded FY 21/22 for 20 sworn / 7 Police Technicians
- ▶ # of Personnel Available: 14
- ▶ # of Personnel Modified Duty/Leave, Injured: 0
- ▶ # of Personnel in field training: 1
- ▶ # of Full Time Vacancies: 3
- ▶ # of Personnel in Training: 2

During the Third Quarter we had the opportunity to send two City employees, Police Technician Brady Kaiser, and Water Plant Operator Coti Seese to the Fresno Police Academy. They started the academy on July 27, 2021, and will graduate on March 25, 2022. During their time at the academy, I have assigned K9 Officer Francisco Ybarra as their liaison officer to assist them with anything they may need help with, whether it be setting up a study group for the Cadets or scenario training.

DA Filing Rate:
2021 Second Quarter

Cases Submitted to DA:	57	
Charges Filed:	37	(65%)
Declined to Prosecute:	20	(35%)
Other Disposition from DA:	00	

Reasons Declined to Prosecute

Furtherance of Justice:	0
Lack of Evidence:	0
Mutual Combat:	0
Pending FU:	0
Pled to Another Charge / Case:	0
Statute of Limitations:	0
Victim Request:	0
Other:	20

UCR Reporting Third Quarter 2021

Classification	Reported Offenses	Unfounded	Actual Offenses	Cleared By Arrest
CRIMINAL HOMICIDE				
MANSLAUGHTER BY NEGLIGENCE				
RAPE TOTAL	5	1	4	
a. Rape	5	1	4	
b. Attempts to Commit Rape				
ROBBERY TOTAL				
a. Firearm				
b. Knife				
c. Other weapon				
d. Strong arm				
ASSAULT TOTAL	21		21	14
a. Firearm	3		3	3
b. Knife	1		1	
c. Other weapon	2		2	1
d. Hands, Fist, Feet	5		5	2
e. Simple assaults	10		10	8
BURGLARY TOTAL	12		12	9
a. Forcible	8		8	8
b. Unlawful entry	4		4	1
c. Attempted forcible				
LARCENY	12		12	2
VEHICLE THEFT TOTAL	1		1	
a. Autos	1		1	
b. Trucks and Buses				
c. Other Vehicles				
TOTALS	51	1	50	25

Third Quarter 2020

CRIMINAL HOMICIDE	1		1		
MANSLAUGHTER BY NEGLIGENCE					
RAPE TOTAL	2		2	1	
a. Rape	2		2	1	
b. Attempts to Commit Rape					
ROBBERY TOTAL	1		1		
a. Firearm					
b. Knife					
c. Other weapon					
d. Strong arm	1		1		
ASSAULT TOTAL	18		18	12	1
a. Firearm	3		3		
b. Knife	1		1	1	
c. Other weapon	1		1	1	
d. Hands, Fist, Feet	1		1		
e. Simple assaults	12		12	10	1
BURGLARY TOTAL	3		3		
a. Forcible					
b. Unlawful entry	3		3		
c. Attempted forcible					
LARCENY	58		58	30	
VEHICLE THEFT TOTAL	1		1		
a. Autos					
b. Trucks and Buses	1		1		
c. Other Vehicles					
TOTALS	84		84	43	1

Notable Third Quarter Activity:

SHOOTING LEAVES 14-YEAR-OLD INJURED

On July 16, 2021, at about 7:53pm, officers were dispatched to the area of Hoover Street and Pine Street regarding a shooting that had occurred. Upon arrival, officers found an alert and cooperative 14-year-old Coalinga resident with injuries to his face from the shooting. The juvenile was immediately transported to the trauma center in Fresno, being classified as critical but stable condition by EMS.

At approximately 3:58am, officers responded to the 300 block of Coolidge Street regarding shots fired. On arrival officers were able to determine a house in the 300 block of Hoover was the intended target. Shell casings were in the alley and bullet holes into a house on Hoover Street. Video from the area shows a dark colored Nissan Altima leave the area and is believed to be involved. Both shooting are gang related, and officers are actively investigating both incidents.

SUSPECT ARRESTED AFTER BEING RELEASED FROM COUNTY JAIL

On August 24, 2021, at about 7:45am, officers were dispatched to the Tropicana, 555 E. Elm, regarding a broken window to the store. After ensuring there was nobody inside, officers reviewed video surveillance footage and were able to identify the suspect who broke the window 4:00am this morning, as 25-year-old Coalinga resident, Arturo Medina.

Medina had just been released from the Fresno County Jail around midnight, where he had been in custody after being arrested on July 25th when he was identified as the suspect in 3 other local burglaries.

Medina was arrested around 5:00 am by officers for an outstanding warrant in a different location and was later booked for the additional charge of felony vandalism and committing a crime while out on bail. Medina will be later transported back to the Fresno County Jail.

FAMILY DISTURBANCE LEADS TO STABBING

On September 23, 2019, the Coalinga Police Department responded to the 300 block of Walnut on a report of a stabbing. Responding officers found the 51-year-old victim had barricaded herself in her bedroom after her son had stabbed her on top of the head with a kitchen knife and was keeping her from leaving the residence. After rescuing the victim by having her exit through the bedroom window, officers turned her over to the Coalinga Fire Department for treatment.

The suspect, 32-year-old Edgar Saldivar, was found to have barricaded himself in the bathroom and was refusing to comply with officers' commands to surrender himself. After a short period of time, officers entered the bathroom and took him into custody without incident.

He was booked into the Coalinga City Jail and later transported to the Fresno County Jail under the charges of False Imprisonment and Attempted Murder. The victim was transported to the Fresno Regional Medical Center where she was treated for her injuries.

Armed Robbery Case Update

On January 21, 2021, at approximately 8:30pm, Coalinga Police officers responded to El Rancho and SR 33 on a report of an armed robbery. The victim in this case had obtained a ride into Coalinga from I-5 and Hwy 198, from 29-year-old, San Jose resident, Michael Atwell and his girlfriend 26-year-old, San Jose resident Ashley Brown.

Once they arrived at the intersection of El Rancho and SR 33 Atwell pulled the car over and told the victim to get out and leave his stuff in the car. When the victim refused, both Atwell and Brown pulled a firearm out and forced the victim out of the vehicle.

During the investigation officers were able to locate the suspects at Motel 6 at I-5 and HWY 198. Both subjects were taken into custody and the firearms were located at the motel. Both Atwell and Brown were arrested and have been in the Fresno County Jail pending court.

On Friday September 24, 2021, Michael Atwell was found guilty and was sentenced to 26 years and 4 months in state prison. Ashly Brown took a deal and was sentenced to 26 years in state prison.

Respectfully Submitted:

Darren L. Blevins

Darren Blevins
Chief of Police

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

Subject: Discussion, Direction and Potential Action regarding Future Police Chief and Fire Chief Selection
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

There is no staff recommendation at this time as this was requested as a Future Agenda Item by Councilman Adkisson and will be discussed during meeting.

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

Unknown. May vary depending on what is directed during agenda item.

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Continuation of the City of Coalinga's Water Conservation Emergency Proclamation and Discussion, Direction and Potential Action regarding Establishing Water Shortage Regulations

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

City Council is hereby recommended to approve a resolution, effective December 2, 2021 continuing the City of Coalinga water conservation emergency proclamation and establishing water shortage regulations.

II. BACKGROUND:

The City Council, at their last meeting requested that staff bring back a resolution establishing a policy for outdoor water restrictions. City Council requested options from one day a week watering to no outside watering. Staff has prepared a resolution with those (2) options.

Since the last City Council meeting the City has seen a decline in water usage but that is to be expected in the winter months which typically sees less water usage. As of the drafting this report the City's water allocation with USBR is expected to run out on December 31st. It is unknown what is expected to occur once the City's allocation runs out. The City will continue to take water as needed and under its agreement with USBR, use allocation from next water year.

III. DISCUSSION:

The attached resolution continues the drought emergency proclamation including establishing watering restrictions. It provides the council with two options as it relates to outside watering including additional restrictions and penalties.

OPTION 1 – NO OUTSIDE WATERING

There shall be no outdoor use of water at any time except the minimal amount by handheld hose equipped with a shut-off nozzle.

OPTION 2 – ONE DAY A WEEK WATERING

No water customer shall sprinkle, water, or irrigate any shrubbery, trees, lawns, grass, groundcovers, plants, vines, gardens, vegetables, flowers, or any other landscaped or vegetated areas on between the hours of 9:00 a.m. and 6:00 p.m. This provision shall not apply to equestrian and livestock businesses, dairies, nurseries, golf courses, or other water-dependent industries.

- Residential addresses ending in an EVEN number may use water on TUESDAY.
- Residential addresses ending in an ODD number and nonresidential (irrespective of address) may use

water on THURSDAY.

- NO irrigation shall occur on Sundays, Mondays, Wednesday's, Fridays, and Saturday's.

Proposed Additional Restrictions:

- No restaurants or other public place which serves food shall serve drinking water to any customer unless expressly requested by the customer.
- Hand-held hose washing is prohibited for sidewalks, walkways, driveways, parking areas, patios, porches and verandas.
- Decorative fountains must recirculate water.

Proposed Penalties

- Any water customer determined to be guilty of a first-time violation shall be issued as and infraction, punishable by a fine of not more than one hundred (\$100.00).
- For a second violation during any period of declared water conservation emergency an infraction, punishable by a fine not more than five hundred dollars (\$500.00).
- For a fourth violation during any period of declared water conservation emergency an infraction, punishable by a fine not more than one thousand dollars (\$1,000.00), and placement of a flow restrictor. In addition, the City may discontinue water services.

Proposed Additional Remedies

- Place a flow restricting device upon the water service;
- Lock off of a water meter;
- Remove a water meter;
- Shut off the service connection.

All costs or expenses incurred by the City for enforcement of this section shall be borne by the water customer.

IV. ALTERNATIVES:

OPTION 1 – No Outside Watering

There shall be no outdoor use of water at any time except the minimal amount by handheld hose equipped with a shut-off nozzle.

OPTION 2 – One Day a Week Watering

No water customer shall sprinkle, water, or irrigate any shrubbery, trees, lawns, grass, groundcovers, plants, vines, gardens, vegetables, flowers, or any other landscaped or vegetated areas on between the hours of 9:00 a.m. and 6:00 p.m. This provision shall not apply to equestrian and livestock businesses, dairies, nurseries, golf courses, or other water-dependent industries.

- Residential addresses ending in an EVEN number may use water on TUESDAY.
- Residential addresses ending in an ODD number and nonresidential (irrespective of address) may use water on THURSDAY.
- NO irrigation shall occur on Sundays, Mondays, Wednesday's, Fridays, and Saturday's.

OPTION 3 - Council Alternative Approach

Council can decide to take an alternative approach to water restrictions and direct staff accordingly.

V. FISCAL IMPACT:

None determined at this time.

ATTACHMENTS:

File Name	Description
 Resolution_No_4054_-_Updated_Water_Conservation_Measures_December_2021.docx	Resolution No. 4054 - Water Conservation Measures Update

RESOLUTION NO. 4054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA CONTINUING THE PROCLAIMED WATER CONSERVATION EMERGENCY AND ESTABLISHING WATER SHORTAGE REGULATIONS

WHEREAS, California is in a second consecutive year of dry conditions, resulting in drought conditions throughout most of the State, worse than the drought of 2015; and

WHEREAS, warm temperatures and dry soils in Spring 2021 depleted the expected runoff from the Sierra-Cascade snowpack greater than previously projected low volumes; and

WHEREAS, on May 10, 2021, the governor issued a proclamation of a State of Emergency regarding extreme drought conditions in California; and

WHEREAS, the City of Coalinga is solely dependent on surface water provided through the Central Valley Project under the City's contract with the United States Bureau of Reclamation (USBR); and

WHEREAS, USBR notified the City on May 26, 2021, that the City must decrease its water usage to Public Health and Safety (PHS) needs only, effective June 1, 2021; and

WHEREAS, the City's water requirements exceed the PHS-calculated volume and therefore the City must demonstrate extraordinary water conservation to receive additional water above the PHS volume, pursuant to USBR's Municipal and Industrial Water Shortage Policy; and

WHEREAS, On July 1, 2021 the City Council proclaimed a Water Conservation Emergency is hereby proclaimed for the City of Coalinga through October 31, 2021

WHEREAS, the City Council has determined that extreme conservation must continue through the winter months as the City approaches the 2022/2023 water year; and

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

1. The Water Conservation Emergency Proclamation is hereby continued for the City of Coalinga until the Council removes such proclamation by subsequent resolution; and,
2. The City shall impose additional water restrictions and penalties beyond those provided in Section 6-4C.07 of the City's Municipal Code (Exhibit A).

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 2nd day of December 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor/Mayor Pro-Tem

ATTEST:

City Clerk/Deputy City Clerk

EXHIBIT A

City of Coalinga Water Conservation Emergency Restrictions

Effective December 2, 2021 (Until Repealed by Resolution)

As of December 2, 2021, the City Council of Coalinga has extended its Water Conservation Emergency Proclamation for all Coalinga water customers. The following water restrictions are mandatory because of extreme, drought-related water shortages from the United States Bureau of Reclamation.

OPTION 1 – NO OUTSIDE WATERING

Water Conservation Emergency Restrictions

- There shall be no outdoor use of water at any time except the minimal amount by handheld hose equipped with a shut-off nozzle.

OPTION 2 – ONE DAY A WEEK WATERING

Water Conservation Emergency Restrictions

- No water customer shall sprinkle, water, or irrigate any shrubbery, trees, lawns, grass, groundcovers, plants, vines, gardens, vegetables, flowers, or any other landscaped or vegetated areas on between the hours of 9:00 a.m. and 6:00 p.m. This provision shall not apply to equestrian and livestock businesses, dairies, nurseries, golf courses, or other water-dependent industries.
- Residential addresses ending in an EVEN number may use water on TUESDAY.
- Residential addresses ending in an ODD number and nonresidential (irrespective of address) may use water on THURSDAY.
- NO irrigation shall occur on Sundays, Mondays, Wednesday's, Fridays, and Saturday's.

Additional Restrictions

- No restaurants or other public place which serves food shall serve drinking water to any customer unless expressly requested by the customer.
- Hand-held hose washing is prohibited for sidewalks, walkways, driveways, parking areas, patios, porches and verandas.
- Decorative fountains must recirculate water.

Penalties

- No water customer of the City shall knowingly use, or permit the use of, water in a manner contrary to any provisions of this chapter, or in an amount in excess of that use permitted by the provisions of this chapter.

- Unless otherwise provided, any water customer violating any restriction shall be guilty of an infraction, and each day or portion thereof such violation is in existence shall be a new and separate offense.
 - Any water customer determined to be guilty of a first-time violation shall be issued as and infraction, punishable by a fine of not more than one hundred (\$100.00).
 - For a second violation during any period of declared water conservation emergency an infraction, punishable by a fine not more than five hundred dollars (\$500.00).
 - For a fourth violation during any period of declared water conservation emergency an infraction, punishable by a fine not more than one thousand dollars (\$1,000.00), and placement of a flow restrictor. In addition, the City may discontinue water services.

- In addition to the above remedies, the City Manager or his or her designee is empowered, to enforce any or all of the following penalties:
 - Place a flow restricting device upon the water service;
 - Lock off of a water meter;
 - Remove a water meter;
 - Shut off the service connection.

- All costs or expenses incurred by the City for enforcement of this section shall be borne by the water customer. No water service shall be limited or discontinued until the City Manager or his or her designee provides a written notice of intent to so limit or discontinue such service and the reasons for such decision, and further, provides such water customer notice of the right to request an administrative review and hearing pursuant to the procedures set forth in Section 6-4.26 of the Municipal Code, except that any reference to "citation" in that section shall instead be deemed a reference to a "notice of intent" as described in this section. A written notice of intent shall be provided either by first class mail, by personal service on the water customer, or by posting said notice in a conspicuous place on the property wherein the violation occurred. Notwithstanding any other provision of this Code, there shall be no right to further administrative review or appeal.

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

Subject: Discussion, Direction and Potential Action regarding entering into an Agreement with Coalinga-Huron Unified School District for Crossing Guards
Meeting Date: Thursday, December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends approving the Agreement with Coalinga-Huron Unified School District for Crossing Guards.

II. BACKGROUND:

Previously, the Council authorized the City Manager to discuss the possibility of employing six Crossing Guards to service the Coalinga-Huron Unified School District around Coalinga schools, with a shared cost (50/50 split) between the parties, however, the preference of the Council was that the Crossing Guards would be employees of Coalinga-Huron Unified School District, not the City of Coalinga.

Coalinga City Manager met with Coalinga-Huron Unified School District Superintendent.

III. DISCUSSION:

Coalinga-Huron Unified School District would like to move forward with the six Crossing Guard positions with the Crossing Guards being employees of the City of Coalinga.

Reasons include, but are not limited to:

1. For traffic control and safe crossing purposes, Crossing Guards should be trained and under the supervision of sworn law enforcement personnel.
2. Crossing guards should be equipped with Coalinga Police Department radios to communicate immediate safety concerns to law enforcement personnel.
3. The sworn law enforcement personnel assigned to oversee the Crossing Guards should be able to take necessary disciplinary action if/when needed.

IV. ALTERNATIVES:

Do not approve the Agreement.

V. FISCAL IMPACT:

An ongoing annual cost of approximately \$27,000 for personnel and up to \$1,000 in supplies. These costs

would come from the City's General Fund and are currently not budgeted

ATTACHMENTS:

File Name	Description
 Crossing_Guard_Contract.docx	Agreement

**AGREEMENT BETWEEN
THE CITY OF COALINGA
AND THE
COALINGA HURON UNIFIED SCHOOL DISTRICT
FOR
CROSSING GUARDS**

This Agreement is entered into this _____ day of _____, between the City of Coalinga ("City"), and the Coalinga Huron Unified School District ("District"), with respect to six (6) Crossing Guard positions.

The parties are mutually desirous of maintaining six (6) Crossing Guards to be assigned primarily to deal with traffic control and safe street crossing of students to and from District schools within the City of Coalinga under the terms and conditions herein set forth; and,

NOW, THEREFORE:

1. Upon completion of the City's recruitment and selection process, the Coalinga Police Department ("Department") shall provide six (6) Crossing Guards. The Crossing Guards will be employed by and under the direction of the Department. The Crossing Guards will report to the Chief of Police or their designee.
2. Selection of the Crossing Guards shall be a selection process that includes designated members of the City of Coalinga.
3. During the District designated school year, the Crossing Guards are assigned to work from the District schools. During school breaks, the Crossing Guards will not be scheduled to work. Crossing Guards shall work one hour each morning for student arrivals and one hour each afternoon for student departures.
4. The District shall provide the Department with a list of Crossing Guard worksites with priority. If a Crossing Guard assigned to a high priority worksite is absent from work, the Department shall reassign a Crossing Guard from a lower priority worksite to ensure coverage.
5. The Department is responsible for training and providing supplies to the Crossing Guards.
6. The Crossing Guards shall receive a rate of pay as determined by the City of Coalinga. The Department shall report to the District the rate of pay by July 1 of each year.

7. The District shall reimburse the City of Coalinga for the total cost to the City for three (3) of the six (6) Crossing Guard positions. Those costs are as follows:

(a) Annual salary and benefits, based on an official pay assignment form due to the District by July 1. The salary will be adjusted depending on any future minimum wage increases.

(b) The cost of this contract is to be paid by the District in two equal payments each fiscal year for the duration of the Agreement. The first payment is to be made in August with the second in January each year. If the Agreement begins during a fiscal year a payment will be made at that time.

8. City and District shall hold harmless, defend, and indemnify the other from any liability, claims, actions, costs, damages, or losses from injury, including death, to any person or damage to any property as a result of any act or omission of the indemnifying party or its employees or agents in the performance activities under this Agreement.

9. It is expressly understood and agreed by all parties that the Crossing Guard, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an employee of the City of Coalinga and the Police Department and not an employee of the District.

10. This Agreement is not subject to modification or amendment, except in writing executed by all parties, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

11. The waiver by either party of a breach by the other of any provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

12. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either of the parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

13. The laws of the State of California shall govern this Agreement and all matters relating to it.

14. Any notice to be given herein shall be written and given by either first class mail, postage prepaid, to or personally delivered to the parties herein, addressed as follows:

The City:	Marissa Trejo, City Manager City of Coalinga
The Department:	Darren Blevins, (I) Chief of Police Coalinga Police Department
Coalinga Huron Unified School District:	Lori Villanueva, Superintendent 657 Sunset St. Coalinga, CA 93210

16. Each party shall provide the other parties with written notice of any change in address as soon as practicable.

17. This Agreement shall commence on _____ and continue in full force for a period of one fiscal year.

18. Extension of this Agreement shall be discussed and agreed upon by both parties at least ninety (90) days prior to the expiration date of this Agreement.

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

CITY OF COALINGA

**COALINGA HURON UNIFIED SCHOOL
DISTRICT**

By _____
Marissa Trejo, City Manager

By _____
Lori Villanueva, Superintendent

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

Subject: Discussion, Direction and Potential Action regarding Electrical Infrastructure Upgrades at Downtown Plaza Area
Meeting Date: December 2, 2021
From: Marissa Trejo, City Manager
Prepared by: Larry Miller, Public Works & Utilities Coordinator

I. RECOMMENDATION:

There is not staff recommendation at this time as the quotes for upgrades have not been received as of the writing of this Staff Report and publishing of this Agenda, but they are expected to be received prior to the City Council meeting and will be presented during the meeting.

II. BACKGROUND:

This was a future agenda item put forward by Adam Adkisson.

III. DISCUSSION:

During the last CoalingaFest event at the Downtown Plaza, several interruptions to electrical services were interrupted due to undersized or inadequate electrical infrastructure. With the major impacts being to the electrical demands of providing music and entertainment to the venue. Working with a local electrician, Public Works has generated a few different solutions at various price points.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

Unknown at this time.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
under Government Code Section 54956.9(d)(2) - 1 case

Meeting Date: December 2, 2021

From: Marissa Trejo, City Manager

Prepared by: Shannon Jensen, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

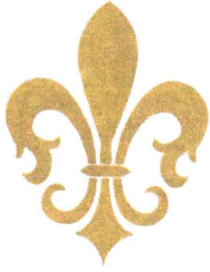
III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	CLAIM_102521.pdf	Claim



**LAW OFFICES OF MELO AND
SARSFIELD LLP**

4216 South Mooney Boulevard
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Visalia, California 93277

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F (559) 732-3005

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meloandsarsfield@icloud.com

Web Address:
melo-sarsfieldlaw.com



Oct. 21, 2021

City Council
City of Coalinga
Attn: Clerk to the City Council
169 W Durian Ave.
Coalinga, CA 93210

Re: Government Code Section 910 Claim on behalf of Tanya Stolz

Dear City Council Members and Clerk to the Council:

This claim is submitted on behalf of our client, Tanya Stolz.

The following information is submitted on information and belief pursuant to the applicable provisions of the California Government Code (GC). The required information is set forth below:

GC Section 910(a) Name of Claimant and Post Office Address:

Tanya Stolz, % Law Offices of Melo and Sarsfield, 4216 S. Mooney Blvd, PMB 136, Visalia
CA 93277

Name of Claimant's Attorney/Representative:

Law Offices of Melo and Sarsfield, LLP. Attention: Marguerite Melo or John Sarsfield

**GC Section 910(b) Post Office Address to Which All Notices Regarding this Matter Are
to be Sent:**

Law Offices of Melo and Sarsfield, LLP, 4216 S. Mooney Blvd, PMB 136, Visalia, CA
93277

GC Section 910(f) The Amount Claimed for Damages:

The amount claimed against the City Council, City of Coalinga, Mr. Singleton, and the Doe employees/agents/directors, 1 through 5 employees/agents/directors exceeds \$10,000.00. The matter would be filed in Superior Court as “unlimited jurisdiction.”

We will delay filing any litigation arising out of this until the end of this calendar year, assuming the City wishes to settle this claim promptly.

Thank you for your attention to this matter.

Sincerely,

LAW OFFICES OF MELO AND SARSFIELD LLP

A handwritten signature in dark ink, appearing to read 'JS', followed by a long, sweeping horizontal flourish.

John Sarsfield Esq.