



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**January 6, 2022
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 January 6, 2022 in the City Council Chambers, 155 West Durian Avenue, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113.

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

1. CALL TO ORDER

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

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

3. CITIZEN COMMENTS

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

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 (NONE)

5. CONSENT CALENDAR

1. Approve MINUTES - December 2, 2021
2. Check Register: 11/01/2021 - 11/30/2021
3. Information Only - Costs Associated with the Installation of Rectangular Rapid Flashing Beacons at the Intersection of California and W. Polk Street
4. Approve Renewal of the Exclusive Authorization and Right to Sell Agreement between the City of Coalinga and Mid State Realty
5. Direct Staff to Advertise Planning Commission Vacancy
6. Authorize Purchase of Dual Purpose K-9
7. Approve Increase Project Contingency to 13% for the ATP 3 - Sidewalk Gaps Closure Project Due to Unanticipated Additional Work Required in the Field During Construction
8. Adopt Resolution No. SA-341 Approving the Recognized Obligation Payment Schedule 22-23 for July 2022 through June 2023 and the Fiscal Year 2022-23 Administrative Budget
9. Approve Comprehensive Fee Schedule for the Consumer Price Index (CPI) Update effective January 1, 2022
10. Waive Second 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
11. Authorize up to Two (2) Police Recruit Sponsorships
12. Authorize Amendment of the FY22 Budget to Include (2) Additional Groundskeeper Positions for a Total of Four (4)

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action regarding Rank Based Elections
Mario Zamora, City Attorney
2. Discussion, Direction and Potential Action regarding Dedicating the Clock Tower to Oscar Garza
Marissa Trejo, City Manager
3. Discussion and Direction regarding Dispatch Contract with Parlier
Darren Blevins, Chief of Police

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6.
CITY NEGOTIATORS: City Manager, Marissa Trejo and City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): General Employees and Nonrepresented Employees
2. CITY MANAGER'S PERFORMANCE EVALUATION – Government Code 54957(b)
3. CITY ATTORNEY'S PERFORMANCE EVALUATION – Government Code 54957(b)
4. Conference with Legal Counsel – Existing Workers Compensation Claim (§ 54956.9), Employee: Darren Blevins

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: Approve MINUTES - December 2, 2021
Meeting Date: January 6, 2022
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_120221.pdf	Minutes - December 2, 2021

MINUTES

CITY COUNCIL/SUCCESSOR

AGENCY/PUBLIC FINANCE AUTHORITY

MEETING AGENDA

December 2, 2021

1. CALL TO ORDER 6:00PM

Council Members Present: Ramsey, Singleton, Adkisson, Ramirez, Horn

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

Council Members Absent: None

Others Absent: City Treasurer Dawn Kahikina

Changes to the Agenda: None

*Motion by Singleton, Second by Ramirez to Approve the Agenda for the meeting of December 2, 2021. Motion **Approved** by Roll-Call 5/0 Majority Vote.*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

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

Fire Chief Greg DuPuis presented Life Saving Commendations to Paramedic Dayne Kosmosky and Paramedic May Aung for their life saving actions on October 14, 2021.

2. Badge Pinning for New Fire Department Employees

Fire Chief Greg DuPuis swore-in Non-Safety EMT Maribel Macias, Non-Safety EMT Alycia Sanchez, and Division Chief Eric Beasley.

Mayor Ramsey called for a five-minute break at 6:13pm.

Mayor Ramsey resumed the meeting at 6:23pm.

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Hilda Crawford spoke in favor of a partnership between the City and the Coalinga-Huron Unified School District for crossing guards and suggested a kids volunteer program. (Item No. 6.3)

Scott Netherton, representing the Coalinga Chamber of Commerce, announced several upcoming events: CHS Drama's Mama Mia play, December 3rd Eagles fish fry, RC Baker Museum events, Coalinga-Huron Recreation and Parks District craft fair, Chamber Christmas parade and tree lighting ceremony, Elks Lodge shoot and the Pink Parlor will have a pop-up event with 25 vendors on December 11th.

Nathan Vosburg spoke congratulated Chief of Police Darren Blevins on his upcoming retirement. Mr. Vosburg thanked the City Council on the cuts in fees relating to the cannabis industry and urged the Council to continue looking at reducing the licensing fees for employees.

Nathan Vosburg spoke in favor a City-wide selection process to fill any future vacancies for the Chief of Police and Fire Chief positions. (Item No. 6.1)

Nathan Vosburg suggested the item regarding crossing guards should be researched further and be brought back at a later date. He spoke in favor of a 50/50 split for sharing the costs of liability with the school district. (Item No. 6.3).

The following individual(s) submitted written comments:

Tanya Stolz (Item 9.4)

Greg Cody

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

Assistant City Manager Sean Brewer gave a brief overview of the item.

Mayor Ramsey opened the Public Hearing for comments.

Nathan Vosburg asked for confirmation that a trail would be placed along the back-side of Sandalwood to make it safer for kids to walk to school.

Mr. Brewer confirmed that the project included a trail in this area.

Mayor Ramsey, seeing no further comments, closed the Public Hearing.

*Motion by Ramirez, Second by Horn to Adopt Resolution No. 4053 Approving the Construction of Segments 3, 4, and 9 of the Coalinga Trails Master Plan . Motion **Approved** by Roll-Call 5/0 Majority Vote.*

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

Councilman Horn pulled Consent Calendar Item No. 5.3 for discussion.

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

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 for 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 Code

*Motion by Ramirez, Second by Adkisson to Approve Consent Calendar Item Nos. 5.1 through 5.14. Motion **Approved** by Roll-Call 5/0 Majority Vote.*

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

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

Consensus of the Council is for an agenda item to be Tabled until the next Council Meeting.

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

Assistant City Manager Sean Brewer gave a brief overview of the item.

*Motion by Adkisson, Second by Horn to Adopt Resolution No. 4054 approving the Continuance of the Water Conservation Emergency Proclamation and Establishing Water Shortage Regulations Option 2 with the first violation to be a warning. Motion **Approved** by Roll-Call 5/0 Majority Vote.*

3. Discussion, Direction and Potential Action regarding Entering into an Agreement with Coalinga-Huron Unified School District for Crossing Guards
Marissa Trejo, City Manager

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

Consensus of the Council is for staff to continue researching private options and sharing liability with the school district.

4. Discussion, Direction and Potential Action regarding Electrical Infrastructure Upgrades at Downtown Plaza Area
Larry Miller, Public Works and Utilities Coordinator

Public Works and Utilities Coordinator Larry Miller gave a brief overview of the item.

Consensus of the Council is for staff to make the necessary electrical improvement upgrades to the Downtown Plaza area.

7. ANNOUNCEMENTS

City Manager's Announcements:

City Manager Marissa Trejo announced that the Police and Fire Departments will be doing their Reindeer Rounds to the low-income apartment complexes and trailer parks on December 23, 2021.

Chief of Police Darren Blevins announced the passing of former Coalinga Chief of Police Cal Minor on November 26, 2021 and provided information on the viewing and funeral services.

Council Member's Announcements:

None

Mayor's Announcements:

None

8. FUTURE AGENDA ITEMS

Councilman Adkisson requested the crosswalk near the Big 5 be repainted and a quote for lighting to be brought back for consideration.

Mayor Ramsey requested the downtown clock be programmed to play music like it once did.

Councilman Ramirez requested an ordinance be brought back to address the illegal dumping issues around town.

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 near 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) located at the corner of 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

None

11. ADJOURNMENT 8:02 PM

Ron Ramsey, Mayor

Shannon Jensen, City Clerk

Date

From: [Tanya Stolz](#)
To: [info](#)
Cc: [Shannon Jensen](#); [Marissa Trejo](#)
Subject: Citizen Comment for 12-2-2021. Coalinga City Council Meeting.
Date: Thursday, December 2, 2021 1:05:16 PM

Please confirm the following;

*receipt of this email, *copy sent to Councilmen, *entered into minutes for 12-2-2021 meeting.

Dear Coalinga City Council,

With all due respect, you have evaded and avoided this serious matter since I first complained approximately 10 months ago and you have continued to do so.

I am aware of the time frame to file a claim, as well as procedure for an extension. Due to many legitimate related circumstances I was unable to do so. It is my intention to file for an extension be it through the city or the courts.

In the meantime, Council has before them the very serious violations of the Code of Conduct which were found substantiated from a hired professional investigator. It will be interesting to see if Council continues to give this violation (and other violations) total disregard?

It's actually a disgrace to their "victims", the rest of the City Councilmen and the entire City of Coalinga.

Coalinga, it's time to lock up your daughters and lock up your wives as this makes TWO current City Councilmen who are disrespectful to women without any repercussions. Keep the women safe!!

Be Blessed
Tanya Stolz, Victim

Sent from my iPhone

From: [Greg Cody](#)
To: [Marissa Trejo](#); [Shannon Jensen](#)
Subject: 3 minute rule
Date: Thursday, December 2, 2021 2:45:19 PM

Citizens comments are limited to three minutes.

I've noticed that this has not been the case with Nathan Vosburg as not only is the timer not set he continues to speak well past the three minutes.

Please see that in the future this rule also pertains to him.

Thank You
Greg Cody

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

Subject: Check Register: 11/01/2021 - 11/30/2021
Meeting Date: January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Vivian Saucedo, Financial Services Supervisor

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Check_Register_Cover_Sheet_for_Council-11-2021.pdf	Check Register Cover Sheet - November 2021
<input type="checkbox"/> Expense_Approval_Rpt-11-2021.pdf	Check Register - November 2021



CITY OF COALINGA

The Sunny Side of the Valley

CHECK REGISTER

COUNCIL MEETING OF

January 6, 2022

EXPENSES: 11/1/2021 through 11/30/2021

ACCOUNTS PAYABLE:

Month Ending: 11/30/2021

Registers: # 67230 - #67422

\$ 1,042,309.17

PAYROLL:

Pay Period Ending: 11/7/2021

Payroll Check # 18476-18482

\$ 5,617.66

Pay Date: 11/12/2021

Direct Deposit

\$ 169,394.60

Cash Outs/Separations: 11/12/2021

Payroll Check # 18483 - 18484

\$ 4,913.76

Payroll Total:

\$ 179,926.02

Pay Period Ending: 11/21/2021

Payroll Check # 18485-18491

\$ 8,177.26

Pay Date: 11/24/2021

Direct Deposit

\$ 174,079.88

Payroll Total:

\$ 182,257.14

TOTAL CHECK REGISTERS THROUGH:

11/30/21

\$ 1,404,492.33



Coalinga, CA

Expense Approval Report

By Payment Number

Payment Dates 11/1/2021 - 11/30/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
67230	11/4/2021 0003285	1176 Unreimbursed Medical	CB&T COLUMBUS BANK & TRUST	950-000-34500	438.41 438.41
67231	11/4/2021 0003271	1205 CECA Dues	City Employee Contrib. Assoc.	950-000-33000	80.00 80.00
67232	11/4/2021 0003273 0003278	1223 Fire Union Dues Fire Union Dues	COALINGA FIREFIGHTERS	950-000-33300 950-000-33300	980.00 900.00 80.00
67233	11/4/2021 0003276 0003279 0003280	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
67234	11/4/2021 0003272	1331 EDD Overpayment	Employment Development Dept.	950-000-34050	335.97 335.97
67235	11/4/2021 0003274	1384 FTB Sacramento	FRANCHISE TAX BOARD	950-000-34010	225.00 225.00
67236	11/4/2021 0003265 0003266 0003267	1487 457 ICMA EE\$ / ER% 457 ICMA \$\$ Gen 457 ICMA % General	ICMA 457 RETIREMENT TRUST	950-000-32100 950-000-32100 950-000-32100	7,815.67 943.34 310.00 6,562.33
67237	11/4/2021 0003275	1586 Pre-Paid Legal Shield	LEGAL SHIELD	950-000-34060	78.25 78.25
67238	11/4/2021 0003277	02043 New York Life	New York Life Insurance	950-000-32400	535.01 535.01
67239	11/4/2021 0003281 0003282	1820 SEIU COPE SEIU Dues	SEIU Local 521 - Dues W/H	950-000-33000 950-000-33000	640.77 30.00 610.77
67240	11/4/2021 503000393766 503000393766 503000393766 503000393766 503000393766 503000393766 503000393766 503000393766 503000393766 503000393766 503000398620	1068 10/21 SVC Employee Uniforms & First Aid KitsW10/1 10/21 PW Employee Uniforms & First Aid Kits W10/1 10/21 WP Employee Uniforms & First Aid Kits W10/1 10/21 PW Employee Uniforms & First Aid Kits W10/1 10/21 PW Employee Uniforms & First Aid Kits W10/1 10/21 WWP Employee Uniforms & First Aid KitsW10 10/21 PW Employee Uniforms & First Aid Kits W10/1 10/21 PW Employee Uniforms & First Aid Kits W10/1 10/21 SS Employee Uniforms & First Aid Kits W10/13 10/21 PD Jail Blankets Cleaning Service W10/20	Aramark	101-431-70100 107-422-70100 501-503-70100 501-508-70100 502-510-70100 503-520-70100 503-521-70100 503-521-70440 504-535-70100 101-413-70380	503.93 14.11 37.89 31.35 37.90 37.90 31.35 37.89 16.34 14.52 244.68
67241	11/4/2021 M261907	1074 11/21 AP Card Reader Fee	Ascent Aviation Group, Inc.	101-435-84030	50.13 50.13
67242	11/4/2021 000017274065 000017274065 000017274065 000017274065 000017274065	02094 10/21 Internet Svc Acct 9391063310 10/21 Internet Svc Acct 93910633 10/21 Internet Svc Acct 9391063310 10/21 Internet Svc Acct 9391063310 10/21 Internet Svc Acct 9391063310	AT&T 3310	101-408-72030 101-413-72030 101-432-72030 101-432-72030 101-432-72030	1,908.87 39.74 1,129.74 10.52 116.87 116.87

Expense Approval Report

Payment Dates: 11/1/2021 - 11/30/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	000017274065	10/21 Internet Svc Acct 9391063310		107-422-72030	11.69
	000017274065	10/21 Internet Svc Acct 9391063310		107-422-72030	1.56
	000017274065	10/21 Internet Svc Acct 9391063310		117-416-72030	9.35
	000017274065	10/21 Internet Svc Acct 9391063310		501-406-72030	3.12
	000017274065	10/21 Internet Svc Acct 9391063310		501-406-72030	140.24
	000017274065	10/21 Internet Svc Acct 9391063310		501-503-72030	17.53
	000017274065	10/21 Internet Svc Acct 9391063310		501-503-72030	4.67
	000017274065	10/21 Internet Svc Acct 9391063310		501-508-72030	5.45
	000017274065	10/21 Internet Svc Acct 9391063310		502-406-72030	3.12
	000017274065	10/21 Internet Svc Acct 9391063310		502-406-72030	122.71
	000017274065	10/21 Internet Svc Acct 9391063310		502-510-72030	29.22
	000017274065	10/21 Internet Svc Acct 9391063310		502-510-72030	5.45
	000017274065	10/21 Internet Svc Acct 9391063310		503-406-72030	70.12
	000017274065	10/21 Internet Svc Acct 9391063310		503-406-72030	1.17
	000017274065	10/21 Internet Svc Acct 9391063310		503-520-72030	11.69
	000017274065	10/21 Internet Svc Acct 9391063310		503-520-72030	23.37
	000017274065	10/21 Internet Svc Acct 9391063310		503-520-72030	2.34
	000017274065	10/21 Internet Svc Acct 93910633		503-521-72030	23.37
	000017274065	10/21 Internet Svc Acct 9391063310		503-521-72030	0.78
	000017274065	10/21 Internet Svc Acct 9391063310		504-406-72030	7.01
	000017274065	10/21 Internet Svc Acct 9391063310		504-406-72030	0.39
	000017274065	10/21 Internet Svc Acct 9391063310		820-610-72030	0.78
67244	11/4/2021	02362	Bertrand, Fox, Elliot, Osman & Wenzel		3,746.50
	36239	6/21 CC ERMA Claim #ERM-6050 - T. Stolz		101-401-88020	2,507.50
	36244	6/21 CC ERMA Claim #ERM-6132 - J. Horn		101-401-88020	1,239.00
67245	11/4/2021	1142	California Business Machines		428.50
	284248	10/21 Copier Maint. Agreement COUNCIL		101-401-84010	8.84
	284248	10/21 Copier Maint. Agreement PW		101-404-84010	4.18
	284248	10/21 Copier Maint. Agreement CD		101-404-84010	23.65
	284248	10/21 Copier Maint. Agreement CITY MGR		101-405-84010	67.40
	284248	10/21 Copier Maint. Agreement FINANCE		101-406-84010	3.51
	284248	10/21 Copier Maint. Agreement HR		101-408-84010	14.83
	284248	10/21 Copier Maint. Agreement WP		101-408-84010	0.33
	284248	10/21 Copier Maint. Agreement PD		101-413-84010	91.12
	284248	10/21 Copier Maint. Agreement FD		101-416-84010	30.20
	284248	10/21 Copier Maint. Agreement PW		107-422-84010	10.46
	284248	10/21 Copier Maint. Agreement HR		107-422-84010	0.58
	284248	10/21 Copier Maint. Agreement HR		117-416-84010	3.49
	284248	10/21 Copier Maint. Agreement FINANCE		501-406-84010	46.78
	284248	10/21 Copier Maint. Agreement HR		501-406-84010	1.24
	284248	10/21 Copier Maint. Agreement FINANCE		501-406-84010	40.93
	284248	10/21 Copier Maint. Agreement HR		501-503-84010	1.74
	284248	10/21 Copier Maint. Agreement WP		501-503-84010	5.08
	284248	10/21 Copier Maint. Agreement HR		501-508-84010	2.04
	284248	10/21 Copier Maint. Agreement PW		501-508-84010	2.09
	284248	10/21 Copier Maint. Agreement HR		502-406-84010	1.16
	284248	10/21 Copier Maint. Agreement PW		502-510-84010	8.37
	284248	10/21 Copier Maint. Agreement HR		502-510-84010	2.04
	284248	10/21 Copier Maint. Agreement HR		503-406-84010	0.44
	284248	10/21 Copier Maint. Agreement FINANCE		503-406-84010	23.39
	284248	10/21 Copier Maint. Agreement HR		503-520-84010	0.87
	284248	10/21 Copier Maint. Agreement PW		503-520-84010	13.93
	284248	10/21 Copier Maint. Agreement PW		503-520-84010	10.46
	284248	10/21 Copier Maint. Agreement HR		503-521-84010	0.29
	284248	10/21 Copier Maint. Agreement PW		503-521-84010	6.28
	284248	10/21 Copier Maint. Agreement FINANCE		504-406-84010	2.34
	284248	10/21 Copier Maint. Agreement HR		504-406-84010	0.15

Expense Approval Report

Payment Dates: 11/1/2021 - 11/30/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	284248	10/21 Copier Maint. Agreement HR		820-610-84010	0.29
67248	11/4/2021	1202	CIT		1,139.85
	38753187	11/21 Avaya COUNCIL		101-401-72030	25.04
	38753187	11/21 Avaya Com Dev		101-404-72030	75.15
	38753187	11/21 Avaya City Mgr		101-405-72030	75.15
	38753187	11/21 Avaya Finance		101-406-72030	5.97
	38753187	11/21 Avaya HR		101-408-72030	38.33
	38753187	11/21 Avaya Police		101-413-72030	288.09
	38753187	11/21 Avaya Animal Control		101-415-72030	25.05
	38753187	11/21 Avaya Fire Dept		101-416-72030	300.67
	38753187	11/21 Avaya HR		107-422-72030	1.50
	38753187	11/21 Avaya HR		117-416-72030	9.02
	38753187	11/21 Avaya HR		501-406-72030	3.01
	38753187	11/21 Avaya Finance		501-406-72030	80.17
	38753187	11/21 Avaya HR		501-503-72030	4.51
	38753187	11/21 Avaya PW		501-503-72030	14.28
	38753187	11/21 Avaya PW		501-508-72030	14.28
	38753187	11/21 Avaya HR		501-508-72030	5.26
	38753187	11/21 Avaya HR		502-406-72030	3.01
	38753187	11/21 Avaya Finance		502-406-72030	70.14
	38753187	11/21 Avaya HR		502-510-72030	5.26
	38753187	11/21 Avaya PW		502-510-72030	14.28
	38753187	11/21 Avaya Finance		503-406-72030	40.07
	38753187	11/21 Avaya HR		503-406-72030	1.13
	38753187	11/21 Avaya PW		503-520-72030	14.28
	38753187	11/21 Avaya HR		503-521-72030	0.75
	38753187	11/21 Avaya PW		503-521-72030	14.28
	38753187	11/21 Avaya HR		504-406-72030	0.38
	38753187	11/21 Avaya Finance		504-406-72030	4.01
	38753187	11/21 Avaya PW		504-535-72030	3.78
	38753187	11/21 Avaya HR		820-610-72030	0.75
	38753187	11/21 Avaya HR		820-610-72030	2.25
67250	11/4/2021	1207	City of Coalinga		15,366.81
	0003311	90-11379-001 Animal House-Fresno/Coalinga Rd		101-413-72010	46.50
	0003311	70-08484-001 302 W Elm-Firehouse		101-416-72010	1,087.03
	0003311	70-08563-002 155 W Durian-Bldg		101-432-72010	987.15
	0003311	70-08562-001 155 W Durian-Landscaping		101-432-72010	968.62
	0003311	70-08559-001 160 W Elm-Annex		101-432-72010	56.39
	0003311	70-08558-001 160 W Elm-Old City Hall		101-432-72010	15.35
	0003311	90-11991-001 Airport-Median 1		101-435-72010	39.50
	0003311	90-10891-001 27500 W Phelps-AP Spencer House		101-435-72010	79.00
	0003311	90-11994-001 Airport-Median 4		101-435-72010	39.50
	0003311	90-11993-001 Airport-Median 3		101-435-72010	109.56
	0003311	90-11992-001 Airport-Median 2		101-435-72010	44.50
	0003311	90-10892-002 Coalinga AP Res		101-435-72010	65.47
	0003311	51-04490-001 E Aport/Elm Lots		101-440-72011	27.62
	0003311	84-12000-001 Sandalwood Park 3		101-440-72011	1,477.67
	0003311	45-11979-001 Centennial Park Landscaping		101-440-72011	1,224.75
	0003311	82-10406-001 E Polk/Warthan Crk Lot		101-440-72011	85.60
	0003311	88-11697-003 Bourdeaux/Freisa		101-440-72011	39.50
	0003311	70-08445-001 6th/Elm-Parking		101-440-72011	59.75
	0003311	71-11970-001 Forest/Pacific		101-440-72011	100.95
	0003311	44-11880-001 Centennial Park		101-440-72011	1,095.14
	0003311	51-04491-001 E Elm Trees		101-440-72011	27.62
	0003311	42-11981-001 W Gale & Hwy 198		101-440-72011	32.74
	0003311	71-08739-001 200 E Pacific		101-440-72011	745.52
	0003311	70-08679-001 Sunset/6th-Ventura		101-440-72011	131.65
	0003311	84-11980-001 Jayne Ave Landscaping		101-440-72011	27.62

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	0003311	01-11879-001 Plaza Park		101-440-72011	107.78
	0003311	62-08395-001 Forest/Second St		107-422-72010	27.62
	0003311	45-04295-002 Phelps/La Cuesta		107-422-72010	311.67
	0003311	70-11963-001 Cedar/Fifth Clock		107-422-72010	27.62
	0003311	41-03184-001 W Joaquin/Wash Lot		107-422-72010	418.08
	0003311	41-03130-001 Monterey/Monroe		107-422-72010	586.92
	0003311	84-10691-003 Juniper/Jayne		107-422-72010	633.39
	0003311	44-04178-001 San Simeon/Posa Chanet		107-422-72010	640.82
	0003311	84-11908-001 Copper/Canyon-Landscaping		107-422-72010	82.19
	0003311	45-04297-002 Posa Chanet Blvd		107-422-72010	300.49
	0003311	82-10397-001 1075 W Elm/Pacific/Lucille		107-422-72010	110.43
	0003311	52-11631-001 Cherry Ln-Median 1		107-422-72010	29.33
	0003311	52-11634-001 Cherry Ln-Median 4		107-422-72010	31.03
	0003311	52-11632-001 Cherry Ln-Median 2		107-422-72010	36.15
	0003311	84-10736-001 Sandalwood/Longhollow		107-422-72010	35.54
	0003311	52-11633-001 Cherry Ln-Median 3		107-422-72010	34.44
	0003311	84-10692-001 Juniper Rdg/Jayne		107-422-72010	32.13
	0003311	52-06069-001 Van Ness/Second St Lot		107-422-72010	34.44
	0003311	70-11988-001 Elm/6th Landscaping		107-422-72010	37.85
	0003311	61-06870-001 Lynch Park-Triangle		107-422-72010	148.71
	0003311	84-10693-001 Juniper Rdg/Jayne		107-422-72010	396.34
	0003311	22-11239-001 Creek Side Lot		107-422-72010	27.62
	0003311	70-11990-001 Elm/6th Landscaping 2		107-422-72010	46.38
	0003311	41-03193-001 Princeton/Wash Lot		107-422-72010	60.02
	0003311	70-08463-001 290 W Elm-Museum		107-422-72010	68.46
	0003311	51-12025-001 E Elm/Van Ness Trees		107-422-72010	27.62
	0003311	01-11987-001 Elm/4th Landscaping 2		107-422-72010	41.26
	0003311	42-03294-001 Sunset/Fifth Lot		107-422-72010	27.62
	0003311	22-08117-001 Hayes Lot		107-422-72010	139.42
	0003311	22-08436-001 Forest/First Lot		107-422-72010	27.62
	0003311	82-11910-001 Hwy 198/Lucille-Landscaping		107-422-72010	27.62
	0003311	01-00006-001 200 E Elm-Trees		107-422-72010	27.62
	0003311	51-04426-001 Baker/Rotary Lot		107-422-72010	32.74
	0003311	42-03438-001 Van Ness/Ash St. Lot		107-422-72010	104.36
	0003311	32-01424-001 Hillview/Monterey		107-422-72010	104.36
	0003311	01-11986-001 Elm/4th Landscaping		107-422-72010	27.62
	0003311	82-11346-001 Waste Water Plant		503-520-72010	1,729.56
	0003311	82-10304-001 Service Yard		503-521-72010	124.57
	0003311	82-10306-001 Meter Shop		503-521-72010	44.67
67255	11/4/2021	1224	Coalinga Hardware		240.13
	804420	10/21 AP Striper Paint & Rollers		101-435-84030	140.76
	804987	11/21 PW Angle Grinder		101-440-70060	35.71
	804987	11/21 PW Angle Grinder		501-508-70060	35.72
	804989	11/21 PW Outlet for Plaza		107-422-70140	27.94
67256	11/4/2021	02110	CSG Consultants, Inc.		388.00
	39632	10/21 CD Building Inspection Service		101-404-88100	388.00
67257	11/4/2021	1271	DataProse, Inc.		741.96
	3P56470	10/21 FIN Fall Community Clean Up Event		501-406-70040	296.78
	3P56470	10/21 FIN Fall Community Clean Up Event		502-406-70040	259.68
	3P56470	10/21 FIN Fall Community Clean Up Event		503-406-70040	170.65
	3P56470	10/21 FIN Fall Community Clean Up Event		504-406-70040	14.85
67258	11/4/2021	1336	Entenmann-Rovin Company		110.64
	0161933-IN	10/21 PD Dome Badge		101-413-70101	110.64
67259	11/4/2021	1399	Fresno County Clerk		50.00
	0003306	10/21 CD NOE (CUP 21-06) 270 N. 7th St Rm Occupa		101-404-86500	50.00

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67260	11/4/2021	02103	Fresno County Tax Collector		20,785.02
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-050-45S)		101-435-92090	3,449.72
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-050-41S)		101-435-92090	41.10
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-050-37S)		101-435-92090	1,177.20
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-050-43S)		101-435-92090	3,082.84
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-070-43S)		101-435-92090	8,795.12
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-060-15S)		114-404-92090	312.08
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-030-66S)		114-404-92090	28.44
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-060-11S)		114-404-92090	1,274.32
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-060-06)		114-404-92090	1,174.96
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-020-23S)		114-404-92090	456.42
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-040-03S)		114-404-92090	838.60
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-060-20S)		501-503-92090	46.72
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-040-26S)		501-503-92090	12.58
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (073-020-40S)		501-503-92090	82.84
	0003304	FY 7/1/21-6/30/22 Property Tax Bill (070-070-57S)		503-520-92090	12.08
67261	11/4/2021	02379	Geotab USA, Inc.		98.75
	IN289006	10/21 PW GPS Sweepers & ATV's		101-440-88100	59.25
	IN289006	10/21 SS GPS Sweepers & ATV's		504-535-88100	39.50
67262	11/4/2021	02192	Gimme Love Animal Shelter		1,800.00
	415	10/21 AC Shelter Service for October 2021		101-415-88100	1,800.00
67263	11/4/2021	1445	Grainger		115.87
	9714419315	11/20 PW Battery Charger		101-440-70060	115.87
67264	11/4/2021	1522	Jeremy Contreras		97.13
	0003305	9/21 PW Reimb for Uniform Pants - J. Contreras		107-422-70100	10.72
	0003305	10/21 PW Reimb for Uniform Pants - J. Contreras		107-422-70100	13.56
	0003305	10/21 PW Reimb for Uniform Pants - J. Contreras		501-508-70100	13.56
	0003305	9/21 PW Reimb for Uniform Pants - J. Contreras		501-508-70100	10.73
	0003305	10/21 PW Reimb for Uniform Pants - J. Contreras		502-510-70100	13.56
	0003305	9/21 PW Reimb for Uniform Pants - J. Contreras		502-510-70100	10.72
	0003305	9/21 PW Reimb for Uniform Pants - J. Contreras		503-521-70100	10.72
	0003305	10/21 PW Reimb for Uniform Pants - J. Contreras		503-521-70100	13.56
67265	11/4/2021	02564	Luis Ernesto Casillas		1,418.60
	0003307	10/21 PD Window Tint		101-413-98040	1,418.60
67266	11/4/2021	1626	Marissa Trejo		145.84
	0003309	11/21 CC Reimb for 2021 CGG - M. Trejo		101-401-88220	127.50
	0003309	11/21 ADMIN Reimb for Chief's Breakfast		101-405-86010	18.34
67267	11/4/2021	1655	Moreno's Plumbing		250.00
	002133	10/21 BLDG Plumbing Repair		101-432-84030	250.00
67268	11/4/2021	1661	Mountain Valley Pest Control, Inc.		78.00
	109609	9/21 AP Pest Control Service		101-435-84030	50.00
	109610	9/21 BLDG Pest Control Service		101-432-84030	28.00
67269	11/4/2021	1663	Municipal Maintenance		59.70
	0164352-IN	10/21 SS Spray Tips		504-535-84060	59.70
67270	11/4/2021	1692	O'Reilly Automotive, Inc.		481.42
	4316-380463	8/21 FD Washer Nozzle for #C19		101-413-84060	30.59
	4316-383362	8/21 PW Compressor for Patch Truck #16		107-422-84060	203.20
	4316-383362	8/21 PW Compressor for Patch Truck #16		501-508-84060	203.21
	4316-387846	10/21 PD Belt & Tensioner for Unit #C27		101-413-84060	106.81
	4316-387867	10/21 PD Pulley's for Unit #C27		101-413-84060	44.31
	4316-387969	10/21 PD Pulley's & Belts for Unit #C21		101-413-84060	155.20
	4316-388782	10/21 PW Battery for Truck #78		107-422-84060	44.68
	4316-388782	10/21 PW Battery for Truck #78		501-508-84060	44.69

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	4316-388782	10/21 PW Battery for Truck #78		503-521-84060	44.68
	CM0000288	8/21 PW Compressor for Patch Truck #16 CR		107-422-84060	-197.97
	CM0000288	8/21 PW Compressor for Patch Truck #16 CR		501-508-84060	-197.98
67271	11/4/2021	02554	Pace Supply Corp.		1,742.35
	197166354	10/21 PW Clamps Repair		501-508-70140	1,206.05
	197166354-1	10/21 PW Clamps Repair		501-508-70140	536.30
67272	11/4/2021	1513	Pacific Telemanagement Services		60.00
	2074912	10/21 AP Monthly Pay Phone		101-435-84030	30.00
	2076667	11/21 AP Monthly Pay Phone		101-435-72030	30.00
67273	11/4/2021	1721	PG&E		20.20
	0003308	10/21 PD Camera Dtnw at 5th/Elm (2751740765-9)		101-413-72020	20.20
67274	11/4/2021	1708	PG&E Payment Processing Center		11,555.95
	98050-103121	10/21 PW Gas Transmission - Volumetric		502-510-80020	3,268.77
	98050-103121	10/21 PW Gas Transmission - Reservation		502-510-80020	8,287.18
67275	11/4/2021	1784	Ron Ramsey		219.52
	20415	9/21 CC Mileage Reimbursement - R. Ramsey		101-401-86010	219.52
67276	11/4/2021	02528	Ryan Dean Arguello		2,000.00
	0003312	10/21 ADMIN COC Marketing Video (2 of 2)		101-405-76010	2,000.00
67277	11/4/2021	02134	Tyler Business Forms		323.37
	Invoice-64076	10/28 FIN 1099 Forms & Double Window Envelopes		101-406-70010	9.70
	Invoice-64076	10/28 FIN 1099 Forms & Double Window Envelopes		501-406-70010	129.35
	Invoice-64076	10/28 FIN 1099 Forms & Double Window Envelopes		502-406-70010	113.18
	Invoice-64076	10/28 FIN 1099 Forms & Double Window Envelopes		503-406-70010	64.67
	Invoice-64076	10/28 FIN 1099 Forms & Double Window Envelopes		504-406-70010	6.47
67278	11/4/2021	1943	Tyler Technologies, Inc.		1,993.33
	025-354475	10/21 FIN Energov GIS		101-406-88040	49.83
	025-354475	10/21 PD EAM		101-413-88040	186.88
	025-354475	10/21 FD EAM		101-416-88040	186.88
	025-354475	10/21 PW Energov GIS		107-422-88040	39.87
	025-354475	10/21 FIN Energov GIS		501-406-88040	124.58
	025-354475	10/21 FIN EAM		501-406-88040	373.75
	025-354475	10/21 FIN Energov GIS		502-406-88040	124.58
	025-354475	10/21 FIN EAM		502-406-88040	373.75
	025-354475	10/21 FIN Energov GIS		503-406-88040	124.58
	025-354475	10/21 FIN EAM		503-406-88040	373.74
	025-354475	10/21 FIN Energov GIS		504-406-88040	24.92
	025-354475	10/21 RDA Energov GIS		820-610-88040	9.97
67279	11/4/2021	1993	West Hills Oil, Inc.		5,365.90
	72084	10/21 CD Fuel for October 2021		101-404-70160	61.55
	72084	10/21 ADMIN Fuel for October 2021		101-405-70160	56.64
	72085	10/21 PD Fuel for October 2021		101-413-70160	5,247.71
67280	11/4/2021	1997	Westside Supply		325.21
	13928	10/21 PW Small Tools & Equipment		501-508-70140	107.85
	13928	10/21 PW Small Tools & Equipment		503-521-70140	57.09
	13995	10/21 PW Rubber Boots		501-508-70101	28.40
	13995	10/21 PW Rubber Boots		501-508-70140	67.87
	P211031	10/21 PW Cylinder Rental		501-508-70140	40.00
	S211031	10/21 SVC Cylinder Rental		101-431-70150	24.00
67281	11/4/2021	2007	Zee Medical Service Co.		224.50
	66223985	10/21 PW First Aid Kit		503-521-70440	224.50

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67282	11/4/2021 0003313	02539 metlife November payment 2021	Metropolitan Life Insurance Company	950-000-32300	2,578.82 2,578.82
67283	11/10/2021 2022-1	1014 11/21 CC 2022 ACCAPS Annual Memberships Dues	ACCAPS	101-401-86030	2,000.00 2,000.00
67284	11/10/2021 235471	1040 10/21 FD Division Chief Helmet	Allstar Fire Equipment, Inc.	101-416-70102	417.84 417.84
67285	11/10/2021 1PML-VPHD-T4M7	02388 11/21 CC 2021 Christmas Gift Giveaway	Amazon Capital Services, Inc.	101-401-88220	16.34 16.34
67286	11/10/2021	02386	American Office Solutions, LLC		7,553.24
	18254	10/21 PD 1 Computer		101-413-88040	1,233.99
	18311	12/21 ADMIN IT Monthly Contract		101-401-88040	55.77
	18311	12/21 CD IT Monthly Contract		101-404-88040	71.37
	18311	12/21 ADMIN IT Monthly Contract		101-405-88040	55.77
	18311	12/21 FIN IT Monthly Contract		101-406-88040	12.47
	18311	12/21 HR IT Monthly Contract		101-408-88040	36.39
	18311	12/21 PD IT Monthly Contract		101-413-88040	1,722.19
	18311	12/21 FD IT Monthly Contract		101-416-88040	466.77
	18311	12/21 HR IT Monthly Contract		107-422-88040	1.43
	18311	12/21 PW IT Monthly Contract		107-422-88040	74.12
	18311	12/21 HR IT Monthly Contract		117-416-88040	8.56
	18311	12/21 HR IT Monthly Contract		501-406-88040	2.85
	18311	12/21 FIN IT Monthly Contract		501-406-88040	166.24
	18311	12/21 HR IT Monthly Contract		501-503-88040	4.28
	18311	12/21 PW IT Monthly Contract		501-503-88040	111.18
	18311	12/21 PW IT Monthly Contract		501-508-88040	74.12
	18311	12/21 HR IT Monthly Contract		501-508-88040	4.99
	18311	12/21 HR IT Monthly Contract		502-406-88040	2.85
	18311	12/21 FIN IT Monthly Contract		502-406-88040	145.46
	18311	12/21 PW IT Monthly Contract		502-510-88040	185.30
	18311	12/21 HR IT Monthly Contract		502-510-88040	4.99
	18311	12/21 FIN IT Monthly Contract		503-406-88040	83.12
	18311	12/21 HR IT Monthly Contract		503-406-88040	1.07
	18311	12/21 PW IT Monthly Contract		503-520-88040	148.24
	18311	12/21 HR IT Monthly Contract		503-520-88040	2.14
	18311	12/21 PW IT Monthly Contract		503-521-88040	148.24
	18311	12/21 HR IT Monthly Contract		503-521-88040	0.71
	18311	12/21 FIN IT Monthly Contract		504-406-88040	8.31
	18311	12/21 HR IT Monthly Contract		504-406-88040	0.36
	18311	12/21 HR IT Monthly Contract		820-610-88040	0.71
	18332	12/21 ADMIN IT Monthly Contract - Backup		101-401-88040	28.81
	18332	12/21 CD IT Monthly Contract - Backup		101-404-88040	38.41
	18332	12/21 ADMIN IT Monthly Contract - Backup		101-405-88040	28.81
	18332	12/21 FIN IT Monthly Contract - Backup		101-406-88040	5.18
	18332	12/21 HR IT Monthly Contract - Backup		101-408-88040	19.59
	18332	12/21 PW IT Monthly Contract - Backup		107-422-88040	34.57
	18332	12/21 HR IT Monthly Contract - Backup		107-422-88040	0.77
	18332	12/21 HR IT Monthly Contract - Backup		117-416-88040	4.61
	18332	12/21 HR IT Monthly Contract - Backup		501-406-88040	1.54
	18332	12/21 FIN IT Monthly Contract - Backup		501-406-88040	69.13
	18332	12/21 PW IT Monthly Contract - Backup		501-503-88040	51.85
	18332	12/21 HR IT Monthly Contract - Backup		501-503-88040	2.30
	18332	12/21 PW IT Monthly Contract - Backup		501-508-88040	34.57
	18332	12/21 HR IT Monthly Contract - Backup		501-508-88040	2.69
	18332	12/21 HR IT Monthly Contract - Backup		502-406-88040	1.54
	18332	12/21 FIN IT Monthly Contract - Backup		502-406-88040	60.49
	18332	12/21 HR IT Monthly Contract - Backup		502-510-88040	2.69
	18332	12/21 PW IT Monthly Contract - Backup		502-510-88040	86.42

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	18332	12/21 HR IT Monthly Contract - Backup		503-406-88040	0.58
	18332	12/21 FIN IT Monthly Contract - Backup		503-406-88040	34.57
	18332	12/21 PW IT Monthly Contract - Backup		503-520-88040	69.13
	18332	12/21 HR IT Monthly Contract - Backup		503-520-88040	1.15
	18332	12/21 HR IT Monthly Contract - Backup		503-521-88040	0.38
	18332	12/21 PW IT Monthly Contract - Backup		503-521-88040	69.11
	18332	12/21 FIN IT Monthly Contract - Backup		504-406-88040	3.46
	18332	12/21 HR IT Monthly Contract - Backup		504-406-88040	0.19
	18332	12/21 HR IT Monthly Contract - Backup		820-610-88040	0.38
	18333	12/21 FD Server Backup		101-416-88040	165.08
	18334	12/21 PD IT Monthly Contract - Backup		101-413-88040	1,781.25
	18368	10/21 PW IT Monthly Contract - Mileage		107-422-88040	12.00
	18368	10/21 WP IT Monthly Contract - Mileage		501-503-88040	18.00
	18368	10/21 PW IT Monthly Contract - Mileage		501-508-88040	12.00
	18368	10/21 PW IT Monthly Contract - Mileage		502-510-88040	30.00
	18368	10/21 WWP IT Monthly Contract - Mileage		503-520-88040	24.00
	18368	10/21 PW IT Monthly Contract - Mileage		503-521-88040	24.00
67291	11/10/2021	1056	Angelica Corporation		548.22
	7000226069	10/21 FD Linens		117-416-75020	548.22
67292	11/10/2021	1068	Aramark		586.02
	503000398618	10/21 SVC Employee Uniforms & First Aid Kit W10/2		101-431-70100	14.09
	503000398618	10/21 PW Employee Uniforms & First Aid Kit W10/2		107-422-70100	37.89
	503000398618	10/21 WP Employee Uniforms & First Aid Kit W10/2		501-503-70100	31.13
	503000398618	10/21 PW Employee Uniforms & First Aid Kit W10/2		501-508-70100	37.90
	503000398618	10/21 PW Employee Uniforms & First Aid Kit W10/2		502-510-70100	37.89
	503000398618	10/21 WWP Employee Uniforms & First Aid Kit W10/		503-520-70100	31.12
	503000398618	10/21 PW Employee Uniforms & First Aid Kit W10/2		503-521-70100	37.89
	503000398618	10/21 PW Employee Uniforms & First Aid Kit W10/2		503-521-70440	16.34
	503000398618	10/21 SS Employee Uniforms & First Aid Kit W10/20		504-535-70100	14.51
	503000403041	10/21 BLDG Employee Uniforms (Coverall&Mat) W1		101-432-84030	13.50
	503000403041	10/21 PW Employee Uniforms (Coverall&Mat) W10/		502-510-70100	54.00
	503000403052	10/21 SVC Employee Uniforms & First Aid Kit W10/2		101-431-70100	14.09
	503000403052	10/21 PW Employee Uniforms & First Aid Kit W10/2		107-422-70100	37.89
	503000403052	10/21 WP Employee Uniforms & First Aid Kit W10/2		501-503-70100	31.63
	503000403052	10/21 PW Employee Uniforms & First Aid Kit W10/2		501-508-70100	37.90
	503000403052	10/21 PW Employee Uniforms & First Aid Kit W10/2		502-510-70100	37.89
	503000403052	10/21 WWP Employee Uniforms & First Aid Kit W10/		503-520-70100	31.62
	503000403052	10/21 PW Employee Uniforms & First Aid Kit W10/2		503-521-70100	37.89
	503000403052	10/21 PW Employee Uniforms & First Aid Kit W10/2		503-521-70440	16.34
	503000403052	10/21 SS Employee Uniforms & First Aid Kit W10/27		504-535-70100	14.51
67294	11/10/2021	02546	AT&T Corp.		144.90
	213040870	11/21 PD Internet (50000002334)		101-413-72030	144.90
67295	11/10/2021	02568	BASIC Benefits LLC		150.00
	20-537805	7/21 HR ARPA Notices		101-408-88100	76.50
	20-537805	7/21 PW ARPA Notices		107-422-88100	3.00
	20-537805	7/21 FD ARPA Notices		117-416-88100	18.00
	20-537805	7/21 FIN ARPA Notices		501-406-88100	6.00
	20-537805	7/21 WP ARPA Notices		501-503-88100	9.00
	20-537805	7/21 PW ARPA Notices		501-508-88100	10.50
	20-537805	7/21 FIN ARPA Notices		502-406-88100	6.00
	20-537805	7/21 PW ARPA Notices		502-510-88100	10.50
	20-537805	7/21 FIN ARPA Notices		503-406-88100	2.25
	20-537805	7/21 WWP ARPA Notices		503-520-88100	4.50
	20-537805	7/21 PW ARPA Notices		503-521-88100	1.50
	20-537805	7/21 FIN ARPA Notices		504-406-88100	0.75
	20-537805	7/21 RDA ARPA Notices		820-610-88100	1.50

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67296	11/10/2021	02362	Bertrand, Fox, Elliot, Osman & Wenzel		3,394.50
	36978	9/21 PD Cisneros Claims - #ERM-5966		101-413-88020	3,394.50
67297	11/10/2021	1112	Billingsley Tire Service		4,083.57
	262438	10/21 PD ABS Recalibration for Ford Exp		101-413-84060	98.00
	262568	10/21 PD Tire Replacement		101-413-84060	954.48
	262574	10/21 FD Tires/Balance & DEF Repairs		117-416-84060	2,577.02
	262579	10/21 PD Trailer Tires		101-413-84060	286.12
	262760	10/21 FD Oil Change for #C170		101-416-84060	167.95
67298	11/10/2021	1133	Bureau of Reclamation		7,138.25
	0003319	11/21 WP FY20 Credit		501-503-80010	-21,356.16
	0003319	11/21 WP October 2021 Trinity PUD Assessment		501-503-80010	52.35
	0003319	11/21 WP October 2021 CVPIA Restoration		501-503-80010	7,838.54
	0003319	11/21 WP January 2022 Estimate 244AF		501-503-80010	21,356.16
	0003319	11/21 WP October 2021 Actual 349AF		501-503-80010	32,833.92
	0003319	11/21 WP October 2021 Estimate -357AF		501-503-80010	-33,586.56
67299	11/10/2021	02530	California Intergovernmental Risk Authority (CIRA)		41,323.17
	21-288	7/21 CD W/C Claim SIR		101-404-62070	11.10
	21-288	7/21 ADMIN W/C Claim SIR		101-405-62070	-1,405.32
	21-288	7/21 ADMIN W/C Claim SIR		101-405-62070	3,305.32
	21-288	7/21 ADMIN W/C Claim SIR		101-405-62070	154.00
	21-288	7/21 PD W/C Claim (4) SIR		101-413-62070	218.70
	21-288	7/21 PD W/C Claim (1) SIR		101-413-62070	384.51
	21-288	7/21 PD W/C Claim SIR		101-413-62070	9,363.61
	21-288	7/21 PW W/C Claim SIR		107-422-62070	24.71
	21-288	7/21 PW W/C Claim SIR		107-422-62070	17.38
	21-288	7/21 PW W/C Claim SIR		107-422-62070	14.53
	21-288	7/21 PW W/C Claim SIR		501-508-62070	98.83
	21-288	7/21 PW W/C Claim SIR		501-508-62070	69.53
	21-288	7/21 PW W/C Claim SIR		501-508-62070	58.11
	21-288	7/21 PW W/C Claim SIR		502-510-62070	69.53
	21-288	7/21 PW W/C Claim SIR		502-510-62070	98.83
	21-288	7/21 PW W/C Claim SIR		502-510-62070	58.11
	21-288	7/21 PW W/C Claim SIR		503-521-62070	14.53
	21-288	7/21 PW W/C Claim SIR		503-521-62070	17.38
	21-288	7/21 PW W/C Claim SIR		503-521-62070	24.71
	21-288	7/21 ADMIN W/C Claim SIR		820-610-62070	-351.33
	21-288	7/21 ADMIN W/C Claim SIR		820-610-62070	38.50
	21-288	7/21 ADMIN W/C Claim SIR		820-610-62070	826.33
	21-303	7/21 ADMIN W/C Claim SIR		101-405-62070	224.00
	21-303	7/21 PD W/C Claims (2) SIR		101-413-62070	618.58
	21-303	7/21 PD W/C Claims (2) SIR		101-413-62070	593.03
	21-303	7/21 PD W/C Claims (6) SIR		101-413-62070	2,160.47
	21-303	7/21 FD W/C Claims (2) SIR		101-416-62070	22,961.31
	21-303	7/21 FD W/C Claims (4) SIR		101-416-62070	1,271.31
	21-303	7/21 FD W/C Claims (2) SIR		101-416-62070	190.06
	21-303	7/21 PW W/C Claim SIR		107-422-62070	-2.39
	21-303	7/21 PW W/C Claim SIR		107-422-62070	16.08
	21-303	7/21 PW W/C Claim SIR		501-508-62070	64.28
	21-303	7/21 PW W/C Claim SIR		501-508-62070	-9.56
	21-303	7/21 PW W/C Claim SIR		502-510-62070	64.28
	21-303	7/21 PW W/C Claim SIR		502-510-62070	-9.56
	21-303	7/21 PW W/C Claim SIR		503-521-62070	16.07
	21-303	7/21 PW W/C Claim SIR		503-521-62070	-2.39
	21-303	7/21 ADMIN W/C Claim SIR		820-610-62070	56.00
67302	11/10/2021	1192	Chemtrade Chemicals US, LLC		4,756.60
	93225827	10/21 WP Chemical Alum		501-503-70240	4,756.60

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67312	11/10/2021 0003316	1399 11/21 CD New Cannabis Cultivation (9840 Cody St)	Fresno County Clerk	101-404-86500	50.00 50.00
67313	11/10/2021 SO18900	1407 10/21 PD Prisoner Processing Q1 (7/1/21-9/30/21)	Fresno County Sheriff	101-413-70380	131.28 131.28
67314	11/10/2021 9102591543	1445 10/21 WP Absorbent Pads	Grainger	501-503-70140	298.28 298.28
67315	11/10/2021 65415 65416 65417 65418 65420 65421	1450 10/21 City Clerk City Attorney Fees 10/21 CC City Attorney Fees 10/21 CM City Attorney Fees 10/21 PW City Attorney Fees 10/21 CFBD vs USBOR City Attorney Fees 10/21 PD City Attorney Fees	Griswold, Lasalle, Cobb, Dod, & Gin, LLP	101-401-88010 101-401-88010 101-401-88010 502-510-88010 101-401-88010 101-401-88010	6,345.91 329.17 1,303.33 981.35 345.00 1,744.98 1,642.08
67316	11/10/2021 12714932	1451 10/21 WP Lab Supplies	Hach Company	501-503-70202	191.76 191.76
67317	11/10/2021 1304530	1454 10/21 IRS VCP/ICMA Outside Attorney Fees	Hanson Bridgett LLP	101-401-88020	173.00 173.00
67318	11/10/2021 SIN010199 SIN010199	1908 8/21 FIN Property Tax Services July-September 2021 8/21 FIN Property Tax Services July-September 2021	HdL Coren & Cone	101-406-88100 820-610-88100	2,059.43 1,029.72 1,029.71
67319	11/10/2021 I210922365	1479 9/21 WWP Electrical for Pond #5	HR Electric	503-520-84020	1,463.86 1,463.86
67320	11/10/2021 I073795	1561 11/21 FD Windshield Repair for #C170	Kings County Glass	117-416-84060	577.40 577.40
67321	11/10/2021 INV537501 INV537501 INV537501 INV537501 INV537501 INV537501 INV537501 INV539482 INV540618	1571 11/21 FD G1 RFID Read/Write 11/21 FD Medium Mask x 2 11/21 FD G1 Rit Extendaire System 11/21 FD 45 MIN Cylinder x 10 11/21 FD Tax & Shipping 11/21 FD 60 MIN Cylinder 11/21 FD 45 MIN Cylinder x 10 10/21 FD Boots for A. Basulto & J. Milligan 11/21 FD (4) Pants	L.N. Curtis & Sons	101-416-98043 101-416-98043 101-416-98043 101-416-98043 101-416-98043 101-416-98043 101-416-98044 101-416-70102 117-416-70102	38,142.29 500.00 560.00 3,575.00 13,200.00 3,095.16 1,450.00 13,200.00 1,024.37 1,537.76
67322	11/10/2021 1146085 1148184 1148414	1593 10/21 FD Medical Supplies 11/21 FD Medical Supplies 11/21 FD Medical Supplies	Life Assist, Inc.	117-416-75000 117-416-75000 117-416-75000	2,139.88 325.56 1,499.69 314.63
67323	11/10/2021 0003315 0003315 0003315 0003315 0003315 0003315 0003315 0003315	02244 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez 10/21 PW Reimb for Uniform Pants - M. Ramirez	Martin Ramirez	107-422-70100 107-422-70100 501-508-70100 501-508-70100 502-510-70100 502-510-70100 503-521-70100 503-521-70100	187.03 19.37 27.38 19.38 27.39 19.38 27.38 27.38 19.37
67324	11/10/2021 9226 9249 9265	02329 7/21 WP TTHM Reduction 7/21 PW La Questa Lift Station 6/21 WP Coalinga Derrick Reservoir	Michael K. Nunley & Associates, Inc.	501-503-98441 503-521-98994 501-503-98441	60,083.39 9,177.04 9,785.07 7,006.58

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	9384	8/21 WP Coalinga RRA Plan		501-503-88100	7,014.82
	9412	8/21 PW La Questa Lift Station		503-521-98994	7,015.33
	9450	8/21 WP Coalinga Derrick Reservoir		501-503-98441	12,944.02
	9451	8/21 WP TTHM Reduction		501-503-98441	1,180.38
	9452	8/21 WP Emergency Disinfection Plan		501-503-88100	2,345.05
	9453	8/21 WP Watershed Sanitary Survey		501-503-88100	3,615.10
67325	11/10/2021	1647	Mid Valley Disposal, Inc.		147,359.64
	0003317	9/21 20% Franchise Fee		101-400-41080	-37,345.63
	0003317	9/21 Mid Valley Billing - Franchise Fee - Sept 21		101-400-41080	-1,220.52
	0003317	9/21 20% Printing & Mailing Utility Bills - Aug 21		101-400-41080	-802.36
	0003317	9/21 Regular Utility Billing for September 2021		504-530-88170	186,728.15
67326	11/10/2021	02566	MRC Global (US) Inc.		15,841.44
	8222471001	10/21 WP Derrick By Pass PRV Valve		501-503-98441	15,589.83
	8428329001	10/21 WP Gaskets Hypo Pump		501-503-70140	251.61
67327	11/10/2021	1695	Office Depot		64.34
	205600276001	10/21 CC Labels & Paper Towels		101-401-70010	7.78
	205600276001	10/21 CD Labels & Paper Towels		101-404-70010	7.78
	205600276001	10/21 ADMIN Labels & Paper Towels		101-405-70010	25.46
	205600276001	10/21 HR Labels & Paper Towels		101-408-70010	3.97
	205600276001	10/21 PD Labels & Paper Towels		101-413-70010	7.78
	205600276001	10/21 PW Labels & Paper Towels		107-422-70010	1.71
	205600276001	10/21 FD Labels & Paper Towels		117-416-70010	0.93
	205600276001	10/21 FIN Labels & Paper Towels		501-406-70010	0.31
	205600276001	10/21 WP Labels & Paper Towels		501-503-70010	2.02
	205600276001	10/21 PW Labels & Paper Towels		501-508-70010	2.09
	205600276001	10/21 FIN Labels & Paper Towels		502-406-70010	0.31
	205600276001	10/21 PW Labels & Paper Towels		502-510-70010	2.10
	205600276001	10/21 FIN Labels & Paper Towels		503-406-70010	0.12
	205600276001	10/21 WWP Labels & Paper Towels		503-520-70010	1.78
	205600276001	10/21 PW Labels & Paper Towels		503-521-70010	0.08
	205600276001	10/21 FIN Labels & Paper Towels		504-406-70010	0.04
	205600276001	10/21 RDA Labels & Paper Towels		820-610-70010	0.08
67329	11/10/2021	1692	O'Reilly Automotive, Inc.		54.45
	4316-389492	10/21 FD Spill Kit		101-416-70440	15.25
	4316-390713	11/21 FD DEF - M254		117-416-84060	39.20
67330	11/10/2021	1513	Pacific Telemanagement Services		100.00
	2076102	9/21 PD 911 System Operational		101-413-88100	100.00
67331	11/10/2021	1721	PG&E		69.60
	0003314	10/21 Frame Park Electricity (5120357172-7)		101-440-72011	69.60
67332	11/10/2021	02318	Quadient Finance USA, Inc.		1,200.00
	103121	10/21 FIN Postage		501-406-70030	480.00
	103121	10/21 FIN Postage		502-406-70030	420.00
	103121	10/21 FIN Postage		503-406-70030	276.00
	103121	10/21 FIN Postage		504-406-70030	24.00
67333	11/10/2021	1763	Resolve Insurance Systems, Inc.		2,554.24
	October 2021	10/21 FD Collection Agency		117-416-75040	2,554.24
67334	11/10/2021	1771	RMA Geoscience, Inc.		2,869.75
	12959	10/21 PW ATP3 Sidewalk Gap Closure		305-422-98970	2,869.75
67335	11/10/2021	02048	RSG, Inc.		2,058.75
	I007953	10/21 RDA SA Admin Services		820-610-88100	156.25
	I007988	10/21 RDA Continuing Disclosure Services		820-610-96512	1,902.50

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67336	11/10/2021	1804	San Luis & Delta-Mendota		26,093.60
	0003318	11/21 WP October 2021 Actual 349AF		501-503-80010	35,025.64
	0003318	11/21 WP Volume Adjustment August 2021 1AF		501-503-80010	100.36
	0003318	11/21 WP Remaining Adjustment for October		501-503-80010	-15,254.72
	0003318	11/21 WP October 2021 Original -244AF		501-503-80010	-24,487.84
	0003318	11/21 WP December 2021 Estimate 306AF		501-503-80010	30,710.16
67337	11/10/2021	1810	Save Mart Supermarkets		216.06
	0320211016091909	10/21 PD Open House		101-413-70440	67.83
	0320211016091909	10/21 FD Open House		101-416-70440	67.83
	0420211011071716	10/21 PD Inmate Meals		101-413-70380	58.60
	0520211025104251	10/21 CC Breakroom Supplies		101-401-70010	3.63
	0520211025104251	10/21 CD Breakroom Supplies		101-404-70010	3.63
	0520211025104251	10/21 ADMIN Breakroom Supplies		101-405-70010	3.63
	0520211025104251	10/21 FIN Breakroom Supplies		101-406-70010	3.63
	0520211025104251	10/21 HR Breakroom Supplies		101-408-70010	1.85
	0520211025104251	10/21 PW Breakroom Supplies		107-422-70010	0.80
	0520211025104251	10/21 FD Breakroom Supplies		117-416-70010	0.44
	0520211025104251	10/21 FIN Breakroom Supplies		501-406-70010	0.15
	0520211025104251	10/21 WP Breakroom Supplies		501-503-70010	0.95
	0520211025104251	10/21 PW Breakroom Supplies		501-508-70010	0.98
	0520211025104251	10/21 FIN Breakroom Supplies		502-406-70010	0.15
	0520211025104251	10/21 PW Breakroom Supplies		502-510-70010	0.97
	0520211025104251	10/21 FIN Breakroom Supplies		503-406-70010	0.05
	0520211025104251	10/21 WWP Breakroom Supplies		503-520-70010	0.84
	0520211025104251	10/21 PW Breakroom Supplies		503-521-70010	0.04
	0520211025104251	10/21 FIN Breakroom Supplies		504-406-70010	0.02
	0520211025104251	10/21 RDA Breakroom Supplies		820-610-70010	0.04
67339	11/10/2021	02562	Scott Savage		15.00
	1429	10/21 PD Invoice Processing Fee		101-413-86010	15.00
67340	11/10/2021	1393	State Center Community College District		1,694.00
	16323895-96	9/21 PD Academy Registrations		101-413-86010	1,694.00
67341	11/10/2021	02567	Stephen Griswold		36.00
	302	10/21 FD Fire Extinguisher Fill/Repairs		101-416-70060	36.00
67342	11/10/2021	1920	Thomson Reuters/Barclays		537.21
	845290037	11/21 PD Clear Law Enforcement Plus		101-413-86030	537.21
67343	11/10/2021	1931	Trans Union, LLC		95.44
	10128700	10/21 PD Backgrounds		101-413-88100	95.44
67344	11/10/2021	1944	U.S. Bank Corporate Payment Center		5,560.69
	USBCDOCT21-01	10/21 CD Adobe Acropro		101-404-88040	179.88
	USBCDOCT21-01	10/21 PW J&E Restaurant Supply - Ice Machine		501-508-98040	1,622.54
	USBCDOCT21-01	10/21 PW J&E Restaurant Supply - Ice Machine		502-510-98040	1,622.54
	USBFDAUG21-05	8/21 FD Gatorade - Engine		101-416-70450	625.01
	USBFDAUG21-05	8/21 FD Kitchen Chairs		101-416-98030	857.91
	USBFDAUG21-05	7/21 FD CPR Card - Nevarez		117-416-86040	31.00
	USBPWOC21-01	10/21 PW CSU WTP02 Continuing Education - DeLeo		501-508-86010	164.53
	USBPWOC21-01	10/21 PW CSU WTP02 Continuing Education - Cabral		501-508-86010	164.53
	USBPWOC21-01	10/21 PW CSU WTP02 Continuing Education - Hawk		501-508-86010	164.53
	USBPWOC21-01	9/21 PW Microsoft		501-508-88040	33.33
	USBPWOC21-01	9/21 PW Microsoft		502-510-88040	33.33
	USBPWOC21-01	9/21 PW Chevron - Ice for Water Jugs		503-521-70440	12.10
	USBPWOC21-01	9/21 PW Chevron - Ice for Water Jugs		503-521-70440	16.13
	USBPWOC21-01	9/21 PW Microsoft		503-521-88040	33.33
67345	11/10/2021	1973	Verizon Wireless Services, LLC		1,520.05
	9890975108	10/21 PD MDT Air Card (471865000-00002)		101-413-72030	38.01

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	9891311668	9/21 FD iPad Mobile Data (542044026-00004)		101-416-72030	190.05
	9891826587	10/21 CC Council Member 401-5850 (516264995-00		101-401-72030	38.01
	9891826587	10/21 CC Council Member 401-5853 (516264995-00		101-401-72030	38.01
	9891826587	10/21 CC Council Member 401-5863 (516264995-00		101-401-72030	38.01
	9891826587	10/21 CC Council Member 401-5846 (516264995-00		101-401-72030	38.01
	9891826587	10/21 CC Council Member 401-5885 (516264995-00		101-401-72030	38.03
	9891826587	10/21 CD John Self 100% 630-2536 (516264995-000		101-404-72030	50.29
	9891826587	10/21 SVC - Pedro 100% 698-4142 (516264995-0000		101-431-72030	50.33
	9891826587	10/21 AP 381-1120 Acct 516264995-00002		101-435-72030	39.98
	9891826587	10/21 PW 381-1988 40% Acct 516264995-00002		501-406-72030	20.12
	9891826587	10/21 WP Primary 383-4514 Acct 516264995-00002		501-503-72030	50.29
	9891826587	10/21 WP On-call 341-9613 Acct 516264995-00002		501-503-72030	50.29
	9891826587	10/21 WP Router-1 383-4004 Acct 516264995-0000		501-503-72030	57.77
	9891826587	10/21 WP iPad-2 383-4121 Acct 516264995-00002		501-503-72030	45.02
	9891826587	10/21 WP iPad-1 978-2846 Acct 516264995-00002		501-503-72030	45.02
	9891826587	10/21 PW Director 20% 341-4461 (516264995-0000		501-503-72030	7.22
	9891826587	10/21 PW Tablet 34% 240-3695 Acct 516264995-000		501-508-72030	12.92
	9891826587	10/21 PW UB Tablet 6 34% 401-9323(516264995-00		501-508-72030	19.64
	9891826587	10/21 PW UB Tablet 2 34% 401-9271(516264995-00		501-508-72030	19.64
	9891826587	10/21 PW UB Tablet 5 34% 401-9321(516264995-00		501-508-72030	19.64
	9891826587	10/21 PW UB Tablet 4 34% 401-9315(516264995-00		501-508-72030	19.64
	9891826587	10/21 PW Superv 34% 974-1257 Acct 516264995-00		501-508-72030	17.51
	9891826587	10/21 PW Director 20% 341-4461 (516264995-0000		501-508-72030	7.22
	9891826587	10/21 PW UB Tablet 1 34% 401-9110(516264995-00		501-508-72030	19.64
	9891826587	10/21 PW Stand by 34% 383-4014 (516264995-0000		501-508-72030	17.09
	9891826587	10/21 PW UB Tablet 3 34% 401-9312(516264995-00		501-508-72030	19.64
	9891826587	10/21 PW 381-1988 35% Acct 516264995-00002		502-406-72030	17.60
	9891826587	10/21 PW UB Tablet 3 33% 401-9312(516264995-00		502-510-72030	19.06
	9891826587	10/21 PW Director 20% 341-4461 (516264995-0000		502-510-72030	7.21
	9891826587	10/21 PW Tablet 33% 240-3695 Acct 516264995-000		502-510-72030	12.54
	9891826587	10/21 PW UB Tablet 2 33% 401-9271(516264995-00		502-510-72030	19.06
	9891826587	10/21 PW Stand by 33% 383-4014 (516264995-0000		502-510-72030	16.60
	9891826587	10/21 PW UB Tablet 1 33% 401-9110(516264995-00		502-510-72030	19.06
	9891826587	10/21 PW UB Tablet 6 33% 401-9323(516264995-00		502-510-72030	19.06
	9891826587	10/21 Field Supervisor 50% Acct 516264995-00002		502-510-72030	25.75
	9891826587	10/21 PW UB Tablet 5 33% 401-9321(516264995-00		502-510-72030	19.06
	9891826587	10/21 PW UB Tablet 4 33% 401-9315(516264995-00		502-510-72030	19.06
	9891826587	10/21 PW Superv 33% 974-1257 Acct 516264995-00		502-510-72030	17.00
	9891826587	10/21 PW 381-1988 23% Acct 516264995-00002		503-406-72030	11.57
	9891826587	10/21 WWP 341-3958 Acct 516264995-00002		503-520-72030	12.47
	9891826587	10/21 WWP Wifi 383-4044 Acct 516264995-00002		503-520-72030	42.37
	9891826587	10/21 PW Director 20% 341-4461 (516264995-0000		503-520-72030	7.22
	9891826587	10/21 PW UB Tablet 4 33% 401-9315(516264995-00		503-521-72030	19.06
	9891826587	10/21 PW UB Tablet 2 33% 401-9271(516264995-00		503-521-72030	19.06
	9891826587	10/21 PW UB Tablet 1 33% 401-9110(516264995-00		503-521-72030	19.06
	9891826587	10/21 PW UB Tablet 3 33% 401-9312(516264995-00		503-521-72030	19.06
	9891826587	10/21 PW UB Tablet 6 33% 401-9323(516264995-00		503-521-72030	19.06
	9891826587	10/21 PW Stand by 33% 383-4014 (516264995-0000		503-521-72030	16.60
	9891826587	10/21 Field Supervisor 50% Acct 516264995-00002		503-521-72030	25.75
	9891826587	10/21 PW Director 20% 341-4461 (516264995-0000		503-521-72030	7.21
	9891826587	10/21 PW UB Tablet 5 33% 401-9321(516264995-00		503-521-72030	19.06
	9891826587	10/21 PW Tablet 33% 240-3695 Acct 516264995-000		503-521-72030	12.54
	9891826587	10/21 PW Superv 33% 974-1257 Acct 516264995-00		503-521-72030	17.00
	9891826587	10/21 PW 381-1988 2% Acct 516264995-00002		504-406-72030	1.00
	9891826587	10/21 Transit M.Garcia 246-6243 (516264995-00002		506-540-72030	33.86
67349	11/10/2021	1993	West Hills Oil, Inc.		9,967.68
	72083	10/21 FD Fuel for October 2021		101-416-70160	8,874.10
	72087	10/21 WP Fuel for October 2021		501-503-70160	874.86

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	72087	10/21 WWP Fuel for October 2021		503-520-70160	218.72
67350	11/10/2021 2109019	2002 9/21 FD Ambulance Billing Fee	Wittman Enterprises, LLC	117-416-75040	3,990.99 3,990.99
67351	11/10/2021 66223981	2007 10/21 WP Flrst Aid Kit Restock	Zee Medical Service Co.	501-503-84072	170.10 170.10
67352	11/18/2021 0003340	1176 Unreimbursed Medical	CB&T COLUMBUS BANK & TRUST	950-000-34500	438.41 438.41
67353	11/18/2021 0003326	1205 CECA Dues	City Employee Contrib. Assoc.	950-000-33000	80.00 80.00
67354	11/18/2021 0003328 0003333	1223 Fire Union Dues Fire Union Dues	COALINGA FIREFIGHTERS	950-000-33300 950-000-33300	980.00 900.00 80.00
67355	11/18/2021 0003331 0003334 0003335	1228 Mastagni Law Firm CPOA Dues PORAC Dues	COALINGA PEACE OFFICER'S ASSOCIATION	950-000-33200 950-000-33200 950-000-33200	852.48 280.00 280.00 292.48
67356	11/18/2021 0003327	1331 EDD Overpayment	Employment Development Dept.	950-000-34050	335.97 335.97
67357	11/18/2021 0003329	1384 FTB Sacramento	FRANCHISE TAX BOARD	950-000-34010	225.00 225.00
67358	11/18/2021 0003320 0003321 0003322	1487 457 ICMA EE\$ / ER% 457 ICMA \$\$ Gen 457 ICMA % General	ICMA 457 RETIREMENT TRUST	950-000-32100 950-000-32100 950-000-32100	7,760.12 815.09 310.00 6,635.03
67359	11/18/2021 0003330	1586 Pre-Paid Legal Shield	LEGAL SHIELD	950-000-34060	78.25 78.25
67360	11/18/2021 0003332	02043 New York Life	New York Life Insurance	950-000-32400	535.01 535.01
67361	11/18/2021 0003336 0003337	1820 SEIU COPE SEIU Dues	SEIU Local 521 - Dues W/H	950-000-33000 950-000-33000	644.89 30.00 614.89
67362	11/18/2021 503000407603 503000407603 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407616 503000407621 503000412721 503000412721	1068 11/21 BLDG Employee Uniforms (Coverall & Mat)W1 11/21 PW Employee Uniforms (Coverall & Mat) W11 11/21 SVC Employee Uniforms & First Aid Kits W11/ 11/21 PW Employee Uniforms & First Aid Kits W11/3 11/21 WP Employee Uniforms & First Aid Kits W11/3 11/21 PW Employee Uniforms & First Aid Kits W11/3 11/21 PW Employee Uniforms & First Aid Kits W11/3 11/21 WWP Employee Uniforms & First Aid Kits W11 11/21 PW Employee Uniforms & First Aid Kits W11/3 11/21 PW Employee Uniforms & First Aid Kits W11/3 11/21 SS Employee Uniforms & First Aid Kits W11/3 11/21 PD Jail Blankets Cleaning Service W11/3 11/21 BLDG Employee Uniforms (Coverall&Mat) W1 11/21 PW Employee Uniforms (Coverall & Mat) W11	Aramark	101-432-84030 502-510-70100 101-431-70100 107-422-70100 501-503-70100 501-508-70100 502-510-70100 503-520-70100 503-521-70100 503-521-70440 504-535-70100 101-413-70380 101-432-84030 502-510-70100	638.44 13.50 54.00 14.09 37.89 31.13 37.90 37.89 31.12 37.89 16.34 14.51 244.68 13.50 54.00
67363	11/18/2021 000017339616 000017339616 000017339616	02069 10/21 PD Crime Tip Line 559-935-3206 10/21 PD Business Alarm 559-935-0359 10/21 PD Multi-line 559-935-8496	AT&T 2005	101-413-72030 101-413-72030 101-413-72030	3,025.52 22.81 22.75 893.63

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	000017339616	10/21 PD Multi-line 559-935-8497		101-413-72030	893.63
	000017339616	10/21 PD 559-935-6008		101-413-72030	21.73
	000017339616	10/21 PD Chief 559-935-4210		101-413-72030	43.81
	000017339616	10/21 FD 559-935-1651		101-416-72030	104.73
	000017339616	10/21 Bldg. Maint. 559-935-3050		101-432-72030	34.94
	000017339616	10/21 City Hall Main 559-935-1532		101-432-72030	259.01
	000017339616	10/21 Admin Fax 559-935-0789		101-432-72030	233.48
	000017339616	10/21 City Hall Modem 559-934-1306		101-432-72030	43.81
	000017339616	10/21 Graffiti Hotline 559-935-3282		101-432-72030	21.09
	000017339616	10/21 AP Weather 559-935-5960		101-435-72030	84.29
	000017339616	10/21 AP Maint. 559-935-8594		101-435-72030	21.10
	000017339616	10/21 WP 559-935-1889		501-503-72030	22.75
	000017339616	10/21 WP Alarm 559-935-3022		501-503-72030	64.88
	000017339616	10/21 PW Yard 559-935-1185		502-510-72030	147.74
	000017339616	10/21 Sewer Plant 559-935-2275		503-520-72030	21.09
	000017339616	10/21 New Lift Station 559-935-1896		503-521-72030	22.75
	000017339616	10/21 WWP Lift Station 559-935-5518		503-521-72030	22.75
	000017339616	10/21 Echo Canyon Lift Station 559-935-1875		503-521-72030	22.75
67365	11/18/2021	02097	AT&T 2006		133.10
	000017339644	10/21 PD Dispatch 559-935-1525		101-413-72030	66.54
	000017339644	10/21 Courthouse 559-935-1560		101-432-72030	43.81
	000017339644	10/21 PW 559-935-5004		107-422-72030	5.69
	000017339644	10/21 PW 559-935-5004		501-508-72030	5.69
	000017339644	10/21 PW 559-935-5004		502-510-72030	5.69
	000017339644	10/21 PW 559-935-5004		503-521-72030	5.68
67366	11/18/2021	02080	AT&T 4050		1,157.10
	000017335600	11/21 Internet Svc Acct 9391064050		101-408-72030	24.09
	000017335600	11/21 Internet Svc Acct 9391064050		101-413-72030	684.80
	000017335600	11/21 Internet Svc Acct 9391064050		101-432-72030	6.38
	000017335600	11/21 Internet Svc Acct 9391064050		101-432-72030	70.84
	000017335600	11/21 Internet Svc Acct 9391064050		101-432-72030	70.84
	000017335600	11/21 Internet Svc Acct 9391064050		107-422-72030	7.08
	000017335600	11/21 Internet Svc Acct 9391064050		107-422-72030	0.94
	000017335600	11/21 Internet Svc Acct 9391064050		117-416-72030	5.67
	000017335600	11/21 Internet Svc Acct 9391064050		501-406-72030	85.01
	000017335600	11/21 Internet Svc Acct 9391064050		501-406-72030	1.89
	000017335600	11/21 Internet Svc Acct 9391064050		501-503-72030	2.83
	000017335600	11/21 Internet Svc Acct 9391064050		501-503-72030	10.63
	000017335600	11/21 Internet Svc Acct 9391064050		501-508-72030	3.31
	000017335600	11/21 Internet Svc Acct 9391064050		501-508-72030	7.08
	000017335600	11/21 Internet Svc Acct 9391064050		502-406-72030	1.89
	000017335600	11/21 Internet Svc Acct 9391064050		502-406-72030	74.39
	000017335600	11/21 Internet Svc Acct 9391064050		502-510-72030	17.71
	000017335600	11/21 Internet Svc Acct 9391064050		502-510-72030	3.31
	000017335600	11/21 Internet Svc Acct 9391064050		503-406-72030	42.51
	000017335600	11/21 Internet Svc Acct 9391064050		503-406-72030	0.71
	000017335600	11/21 Internet Svc Acct 9391064050		503-520-72030	14.17
	000017335600	11/21 Internet Svc Acct 9391064050		503-520-72030	1.42
	000017335600	11/21 Internet Svc Acct 9391064050		503-521-72030	14.17
	000017335600	11/21 Internet Svc Acct 9391064050		503-521-72030	0.47
	000017335600	11/21 Internet Svc Acct 9391064050		504-406-72030	0.24
	000017335600	11/21 Internet Svc Acct 9391064050		504-406-72030	4.25
	000017335600	11/21 Internet Svc Acct 9391064050		820-610-72030	0.47
67368	11/18/2021	1112	Billingsley Tire Service		2,995.45
	262668	11/21 SS Tire Replacement		504-535-84060	435.40
	262732	10/21 PD Vehicle Maintenance for #C20		101-413-84060	2,089.22
	262754	10/21 SS Tire Replacement		504-535-84060	470.83

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67369	11/18/2021	1115	Blais & Associates, Inc.		11,838.17
	102021COA01	10/21 PW BOR Watersmart Grant		501-508-88130	7,140.00
	102021COA02	10/21 PW East Polk Active Transportation		107-422-88130	1,075.67
	102021COA03	10/21PW Citywide Chip Seal & Cape Seal		107-422-88130	262.50
	102021COA04	10/21 PW Phelps Ave Resurfacing		107-422-88130	367.50
	102021COA05	10/21 WP Grant Research & Consulting Fee		501-503-88130	598.50
	102021COA05	10/21 PW Grant Research & Consulting Fee		501-508-88130	598.50
	102021COA05	10/21 PW Grant Research & Consulting Fee		502-510-88130	598.50
	102021COA05	10/21 WWP Grant Research & Consulting Fee		503-520-88130	598.50
	102021COA05	10/21 PW Grant Research & Consulting Fee		503-521-88130	598.50
67370	11/18/2021	1175	Carus Corporations		13,283.07
	SLS 10096480	11/21 WP Chemical Permanganate		501-503-70400	13,283.07
67371	11/18/2021	1224	Coalinga Hardware		197.16
	804875	10/21 PW Test Station for Sandalwood		501-508-70140	13.59
	804875	10/21 PW Yard Security Cameras		501-508-84030	6.09
	805035	11/21 WWP Fly Traps & Cleaner		503-520-70140	56.65
	805130	11/21 AP Heliport Removal		101-435-84050	106.36
	805270	11/21 WWP Hose Couplings		503-520-70140	14.47
67372	11/18/2021	1272	David Cano		47.00
	20581	12/21 PD Meal Advance - D. Cano		101-413-86010	47.00
67373	11/18/2021	1360	FedEx		139.46
	7-563-32498	11/21 CD Postage		101-404-70030	95.54
	7-563-32498	11/21 FIN Overnight Fees		501-406-70030	17.57
	7-563-32498	11/21 FIN Overnight Fees		502-406-70030	15.37
	7-563-32498	11/21 FIN Overnight Fees		503-406-70030	10.10
	7-563-32498	11/21 FIN Overnight Fees		504-406-70030	0.88
67374	11/18/2021	1446	Granite Construction Company		217.38
	2124571	10/21 PW Sand		501-508-70130	217.38
67375	11/18/2021	1451	Hach Company		6,491.50
	12724648	11/21 WP CL17 Reagent Set		501-503-70202	297.50
	12726772	11/21 WP Lab Equipment Calibration		501-503-88100	6,194.00
67376	11/18/2021	1479	HR Electric		262.50
	I211106373	11/21 AP Beacon Light Installation		101-432-84050	262.50
67377	11/18/2021	1494	Interstate Gas Services, Inc.		12,025.00
	7021619	10/21 WP Enterprise Consulting for October 2021		501-503-88100	4,255.00
	7021619	10/21 PW Enterprise Consulting for October 2021		502-510-88100	7,770.00
67378	11/18/2021	1512	Jared Salona		100.31
	0003352	11/21 WWP Reimb for Postage of WW Cert Renewal		503-520-70030	5.31
	0003352	11/21 WWP Reimb for WW Cert Renewal		503-520-86033	95.00
67379	11/18/2021	02571	Jeffrey W. White OD Optometric Corp		551.00
	168936885	11/21 PD Repair/Replacement of Glasses - D. Cano		101-413-70101	551.00
67380	11/18/2021	1522	Jeremy Contreras		112.59
	0003347	11/21 PW Reimb for Uniform Pants - J. Contreras		107-422-70100	28.15
	0003347	11/21 PW Reimb for Uniform Pants - J. Contreras		501-508-70100	28.15
	0003347	11/21 PW Reimb for Uniform Pants - J. Contreras		502-510-70100	28.15
	0003347	11/21 PW Reimb for Uniform Pants - J. Contreras		503-521-70100	28.14
67381	11/18/2021	1565	KRC Safety Co., Inc.		1,861.87
	52386	11/21 PW Street Signs		107-422-70130	1,861.87
67382	11/18/2021	02543	Kurt Legleiter		7,050.00
	812	10/21 CD Event Center Noise Analysis - 890 E Polk		101-404-86500	6,000.00

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	819	11/21 CD Event Center Noise Analysis - 890 E Polk		101-404-86500	1,050.00
67383	11/18/2021	1571	L.N. Curtis & Sons		9,086.67
	INV542707	11/21 PD Body Armor & Embroidered		101-413-70101	196.76
	INV543225	11/21 PD Body Armor		101-413-70101	8,889.91
67384	11/18/2021	1574	Landon Investment Co., Inc.		42.08
	10360	10/21 FD Amb Meals		117-416-75010	42.08
67385	11/18/2021	1583	Leaf		855.46
	12511885	11/21 CC Copier Lease		101-401-84010	27.26
	12511885	11/21 CD Copier Lease		101-404-84010	27.26
	12511885	11/21 CM Copier Lease		101-405-84010	27.26
	12511885	11/21 FIN Copier Lease		101-406-84010	5.23
	12511885	11/21 HR Copier Lease		101-408-84010	27.26
	12511885	11/21 HR Copier Lease		101-408-84010	67.12
	12511885	11/21 PD Copier Lease		101-413-84010	244.83
	12511885	11/21 FD Copier Lease		101-416-84010	113.83
	12511885	11/21 HR Copier Lease		107-422-84010	2.63
	12511885	11/21 HR Copier Lease		117-416-84010	15.79
	12511885	11/21 HR Copier Lease		501-406-84010	5.26
	12511885	11/21 FIN Copier Lease		501-406-84010	69.78
	12511885	11/21 WP Copier Lease		501-503-84010	27.24
	12511885	11/21 HR Copier Lease		501-503-84010	7.90
	12511885	11/21 HR Copier Lease		501-508-84010	9.21
	12511885	11/21 HR Copier Lease		502-406-84010	5.26
	12511885	11/21 FIN Copier Lease		502-406-84010	61.05
	12511885	11/21 PW Copier Lease		502-510-84010	27.24
	12511885	11/21 HR Copier Lease		502-510-84010	9.21
	12511885	11/21 FIN Copier Lease		503-406-84010	34.89
	12511885	11/21 HR Copier Lease		503-406-84010	1.97
	12511885	11/21 HR Copier Lease		503-520-84010	3.95
	12511885	11/21 WWP Copier Lease		503-520-84010	27.24
	12511885	11/21 HR Copier Lease		503-521-84010	1.32
	12511885	11/21 HR Copier Lease		504-406-84010	0.66
	12511885	11/21 FIN Copier Lease		504-406-84010	3.49
	12511885	11/21 HR Copier Lease		820-610-84010	1.32
67387	11/18/2021	1593	Life Assist, Inc.		299.36
	1148823	11/21 FD Medical Supplies		117-416-75000	299.36
67388	11/18/2021	02407	Lighthouse Electrical, Inc.		14,376.00
	0003351	11/21 WP Ret #3 WTP Improvements (SCADA)		501-000-10003	-756.63
	0003351	11/21 WP Prog Pmt #3		501-503-98441	15,132.63
67389	11/18/2021	02570	Linde Gas & Equipment Inc.		797.44
	66974887	10/21 FD Oxygen		117-416-75000	797.44
67390	11/18/2021	02329	Michael K. Nunley & Associates, Inc.		10,746.93
	9792	11/21 WP Coalinga RRA		501-503-88100	585.71
	9793	11/21 WP Coalinga WTP Watershed Sanitary Survey		501-503-88100	3,944.39
	9794	11/21 WP AWIA ERP		501-503-88100	5,770.32
	9800	11/21 PW La Questa Lift Station		503-521-98994	46.35
	9841	11/21 WP TTHM Reduction		501-503-98441	400.16
67391	11/18/2021	1661	Mountain Valley Pest Control, Inc.		232.00
	108233	4/21 WP Pest Control Service		501-503-84030	45.00
	108236	4/21 WWP Pest Control Service		503-520-84030	30.00
	109756	10/21 WP Pest Control Service		501-503-84030	45.00
	109757	10/21 FD Pest Control Service		101-416-84030	28.00
	109758	10/21 BLDG Pest Control Service		101-432-84030	28.00

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	109759	10/21 PD Pest Control Service		101-413-88100	56.00
67392	11/18/2021	1695	Office Depot		408.86
	209932526001	11/21 WP Office Supplies		501-503-70010	50.27
	209932526001	11/21 WWP Office Supplies		502-510-70010	143.79
	210084059001	11/21 FIN Office Supplies		101-406-70010	5.90
	210084059001	11/21 FIN Office Supplies		501-406-70010	78.59
	210084059001	11/21 FIN Office Supplies		502-406-70010	68.76
	210084059001	11/21 FIN Office Supplies		503-406-70010	39.29
	210084059001	11/21 FIN Office Supplies		504-406-70010	3.93
	210137085001	11/21 FIN Office Supplies		101-406-70010	0.54
	210137085001	11/21 FIN Office Supplies		501-406-70010	7.33
	210137085001	11/21 FIN Office Supplies		502-406-70010	6.42
	210137085001	11/21 FIN Office Supplies		503-406-70010	3.67
	210137085001	11/21 FIN Office Supplies		504-406-70010	0.37
67393	11/18/2021	1700	Oracle America, Inc.		1,071.63
	100028573	11/21 HR Recruitment		101-408-86030	546.53
	100028573	11/21 PW Recruitment		107-422-86030	21.43
	100028573	11/21 FD Recruitment		117-416-86030	128.59
	100028573	11/21 FIN Recruitment		501-406-86030	42.87
	100028573	11/21 WP Recruitment		501-503-86030	64.30
	100028573	11/21 PW Recruitment		501-508-86030	75.01
	100028573	11/21 FIN Recruitment		502-406-86030	42.87
	100028573	11/21 PW Recruitment		502-510-86030	75.01
	100028573	11/21 FIN Recruitment		503-406-86030	16.07
	100028573	11/21 WWP Recruitment		503-520-86030	32.15
	100028573	11/21 PW Recruitment		503-521-86030	10.72
	100028573	11/21 FIN Recruitment		504-406-86030	5.36
	100028573	11/21 RDA Recruitment		820-610-86030	10.72
67394	11/18/2021	1692	O'Reilly Automotive, Inc.		572.97
	4316-377551	7/21 PD Rad Fan Assm for Unit #C17		101-413-84060	345.41
	4316-391733	11/21 FD Wiper Blades & Lights		117-416-84060	227.56
67395	11/18/2021	02047	PRAXAIR DISTRIBUTION, INC.		308.41
	64601599	6/21 FD Oxygen		117-416-75000	308.41
67396	11/18/2021	1821	Self Help Enterprises		13,206.97
	4	9/21 ADMIN CDBG CV 2 & 3 Grant Fees		303-405-88117	737.59
	9	9/21 CDBG CV-1 Program Income		301-620-88100	4,084.53
	9	9/21 CDBG CV-1 Grant Fees (SHE)		303-405-88116	8,030.43
	COLADM Oct-21	10/21 Loan Servicing Fees		815-609-88100	354.42
67397	11/18/2021	1826	Shar-Craft, Incorporated		53,307.61
	68646	11/21 WWP New Sludge Pump		503-520-98040	53,307.61
67398	11/18/2021	1830	Shell Energy North American (US), LP		75,245.03
	3515003	10/21 Natural Gas Deliveries		502-510-80030	75,245.03
67399	11/18/2021	1847	Sleman Boulos		47.00
	20580	12/21 PD Meal Advance - S. Boulos		101-413-86010	47.00
67400	11/18/2021	1858	Sparkletts		165.28
	9412248 110121	10/21 WP Bottle Water		501-503-72010	165.28
67401	11/18/2021	02099	SWCA Environmental Consultants		5,871.50
	135700	11/21 PW ATP4 - Trails Master Plan Seg 3,4,9		305-422-98982	5,871.50
67402	11/18/2021	1892	Target Solutions Learning LLC		1,990.00
	INV37070	11/21 FD Annual Membership Fee		101-416-75060	1,990.00

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67403	11/18/2021 18912238	02240 2/21 PD Tires	TireHub, LLC	101-413-84060	1,425.00 1,425.00
67404	11/18/2021 0003353	02246 11/21 HR Pre-Employment Psych Eval - V.Torres-Baez	Tricia Busby	101-408-89060	400.00 400.00
67405	11/18/2021	1935	Tri-City Engineering		33,916.25
	2790-18	10/21 PW W. Coalinga Multi-Use Trail (11,11,12)		305-422-98980	756.25
	2790-19	11/21 PW W. Coalinga Multi-Use Trail (10,11, &12)		305-422-98980	431.25
	2826-08	11/21 PW ATP4 - Trail Improvements (Federal Labor)		125-422-88100	1,278.75
	2837-22	11/21 PW Forest/Truman/Baker Reconstruction - C		305-422-98950	1,015.00
	2845-05	10/21 CD Coalinga Pacific Apts - Eng Fees		101-404-86500	210.00
	2845-06	11/21 CD Coalinga Pacific Apt - Eng Fees		101-404-86500	1,935.00
	2857-18	11/21 PW Elm/Cambridge Signalization - CM		140-422-98881	781.25
	2859-09	10/21 PW Polk St Improvement Elm to CL West - STB		305-422-98996	9,405.00
	2859-10	11/21 PW Polk St. Improvements (Elm - CL West)		305-422-98996	3,743.75
	2860-03	11/21 PW Coalinga Alley Paving Phase 2		125-422-88100	300.00
	2867-11	11/21 PW Fresno St Repaving (Washington-Harvard)		111-422-98971	911.25
	2879-11	11/21 PW Sunset St Improvement - CM		111-422-98910	320.00
	2880-10	11/21 OW Polk St Improvements (5th - Elm) - CM		305-422-98930	1,885.00
	2888-08	11/21 PW La Questa Lift Station Rehab		503-521-98994	457.50
	2889-04	11/21 PW CMAQ NW Multi-Use Trail Seg 1,2,13,14		125-422-88100	545.00
	2890-07	11/21 WP SCADA Water Treatment Plant Improveme		501-503-98441	436.25
	2902-01	4/21 FD Parking Lot Improvements		117-416-84050	2,097.50
	2902-08	11/21 FD Parking Lot Improvements		117-416-84050	637.50
	2904-06	11/21 PW Slurry Seal, Cape Seal		110-424-98401	343.75
	2906-05	11/21 PW ATP Cycle3 - Sidewalk Gap & Closure		305-422-98970	3,433.75
	2918-02	11/21 PW Paving Various Dirt Alleys CMAQ - CM		305-422-98940	1,792.50
	2929-01	11/21 CD CDA M21-01 Cannabis Facility (9840 Cody)		101-404-86500	300.00
	2930-01	11/21 CD Plan Check CUP 21-10 (Mercantile Title)		101-404-86500	900.00
67407	11/18/2021 488599	1937 6/21 FD EZ-IO System	Tritech Forensics	117-416-75000	1,766.14 1,766.14
67408	11/18/2021	1943	Tyler Technologies, Inc.		69,756.02
	025-356590	11/21 FIN Annual SaaS Fees		101-406-88040	6,975.60
	025-356590	11/21 PW Annual SaaS Fees		107-422-88040	5,580.48
	025-356590	11/21 FIN Annual SaaS Fees		501-406-88040	17,439.01
	025-356590	11/21 FIN Annual SaaS Fees		502-406-88040	17,439.01
	025-356590	11/21 FIN Annual SaaS Fees		503-406-88040	17,439.01
	025-356590	11/21 FIN Annual SaaS Fees		504-406-88040	3,487.80
	025-356590	11/21 RDA Annual SaaS Fees		820-610-88040	1,395.11
67409	11/18/2021	1944	U.S. Bank Corporate Payment Center		16,908.41
	USBCDNOV21-01	11/21 ADMIN Amazon - Stand & Port for CM Compu		101-405-70010	53.58
	USBCDNOV21-01	10/21 WP AWWA Annual Dues		501-503-86030	91.80
	USBCDNOV21-01	10/21 WP Adobe		501-503-88040	59.96
	USBCDNOV21-01	11/21 WP US Drug Test Centers		501-503-88060	19.99
	USBCDNOV21-01	10/21 PW AWWA Annual Dues		501-508-86030	91.80
	USBCDNOV21-01	10/21 PW AWWA Annual Dues		502-510-86030	91.80
	USBCDNOV21-01	10/21 PW Adobe		502-510-88040	59.96
	USBCDNOV21-01	11/21 PW US Drug Test Centers		502-510-88060	19.98
	USBCDNOV21-01	10/21 WWP AWWA Annual Dues		503-520-86030	91.80
	USBCDNOV21-01	10/21 WWP Adobe		503-520-88040	59.96
	USBCDNOV21-01	11/21 WWP US Drug Test Centers		503-520-88060	19.98
	USBCDNOV21-01	10/21 PW AWWA Annual Dues		503-521-86030	91.80
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	51.29
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	52.22
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	32.35
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	53.83
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	39.13

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	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	9.81
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	17.92
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	13.06
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	10.88
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	10.76
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	8.72
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	6.53
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	5.93
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	20.14
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	54.49
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	111.01
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	385.78
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	224.33
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	202.69
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	302.07
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	185.15
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	168.19
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	148.58
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	143.25
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	140.98
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	706.16
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	122.57
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	118.40
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	514.25
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	108.97
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	100.10
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	97.63
	USBCMNOV21-01	10/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	86.11
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	65.25
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	337.22
	USBCMNOV21-01	11/21 CM 2021 Chirstmas Gift Giveaway		101-401-88220	2,237.83
	USBFDNOV21-01	10/21 FD Instructor 1 - K. Krider		101-416-75030	425.00
	USBFDNOV21-01	11/21 FD Adobe Annual Fee		101-416-88040	119.88
	USBFDNOV21-01	11/21 FD BLS Card - A. Dangaran		117-416-84060	10.00
	USBFDNOV21-01	10/21 FD ACLS Class		117-416-86040	144.00
	USBFDNOV21-01	10/21 FD ACLS/SCLS - A. Dangaran		117-416-86040	175.00
	USBFDNOV21-02	10/21 FD Station Supplies - Kitchen Items		101-416-70450	58.51
	USBFDNOV21-02	10/21 FD Driver Operator 1B - R. Banks		101-416-75030	550.00
	USBFDNOV21-02	10/21 FD Lockers		101-416-84030	1,096.95
	USBFDNOV21-02	10/21 FD Lockers - Cancelled Order		101-416-84030	-1,096.95
	USBFDNOV21-02	10/21 FD Fastrak Toll Payment		101-416-84060	6.00
	USBFDNOV21-02	10/21 FD Station 93 Cabinets (2)		101-416-84060	641.36
	USBFDNOV21-03	10/21 FD Open House - Food & Drinks		101-416-70440	137.91
	USBFDNOV21-03	11/21 FD Company Officer 2D - C. Brown		101-416-75030	400.00
	USBFDNOV21-03	10/21 FD Instructor 1 - E. Diaz De Leon		101-416-75030	400.00
	USBFDNOV21-03	10/21 FD COS Class - D. Acosta		101-416-75030	333.00
	USBFDNOV21-03	10/21 FD Fireline EMT - E. Diaz De Leon		101-416-75030	200.00
	USBFDNOV21-04	11/21 FD S-290 - J. Ramsey		101-416-75030	92.00
	USBFDNOV21-05	10/21 FD Division Chief/Captain Shields		101-416-70102	319.46
	USBFDNOV21-05	10/21 FD Fireline Meal		101-416-86010	115.73
	USBFDOCT21-04	9/21 FD Car Wash - E171 Dixie Fire		101-416-86040	33.00
	USBFDOCT21-05	9/21 FD S-290 - Diaz De Leon		101-416-75030	320.00
	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		101-406-86010	70.50
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		101-406-86010	38.75
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		107-422-86010	12.92
	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		107-422-86010	23.50
	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		501-406-86010	141.00
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		501-406-86010	77.49
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		502-406-86010	64.58

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	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		502-406-86010	117.50
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		503-406-86010	49.08
	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		503-406-86010	89.30
	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		504-406-86010	4.70
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		504-406-86010	2.57
	USBFINNOV21-01	10/21 FIN CSMFO Conference Regis for J. Bains		820-610-86010	23.50
	USBFINNOV21-01	10/21 FIN CSMFO - Hotel for J. Bains		820-610-86010	12.92
	USBDPDNOV21-01	10/21 PD Office Depot - Sticker Label Signs - Jail		101-413-70010	17.87
	USBDPDNOV21-01	10/21 PD Patriotic Designs - Engraved COPD Star		101-413-70440	425.00
	USBDPDNOV21-01	11/21 PD Peerless Network - PRI Service		101-413-72030	232.48
	USBDPDNOV21-01	10/21 PD Adobe		101-413-86030	52.99
	USBDPDNOV21-01	11/21 PD Archieve Social		101-413-88040	219.00
	USBDPDNOV21-01	10/21 PD GoDaddy - Standard Renewal		101-413-88040	249.99
	USBDPDNOV21-01	10/21 PD Amazon - Universal Office Chair for Chief		101-413-98030	31.55
	USBDPDNOV21-02	10/21 PD Quality Label Pins - 20 Custom Pins		101-413-70101	185.28
	USBDPDNOV21-02	10/21 PD Amazon - Double Side CA Republic St Flag		101-413-70440	130.72
	USBDPDNOV21-02	10/21 PD Amazon - Exit Signs Glow in the Dark		101-413-70440	34.23
	USBDPDNOV21-02	10/21 PD Hampton Inn - FTO Training - F. Ybarra		101-413-86010	751.90
	USBPWNOV21-01	11/21 PW Amazon - Letter Stencil Set for AP		101-432-84030	20.37
	USBPWNOV21-01	11/21 PW Zoro Tools - Gopher Bait		101-440-84050	108.93
	USBPWNOV21-01	11/21 PW Amazon - Gopher Bait		101-440-84050	74.06
	USBPWNOV21-01	11/21 PW Amazon - Tools		501-508-70060	130.95
	USBPWNOV21-01	10/21 PW Amazon - Backup Cameras for Trucks 24/2		501-508-84060	130.04
	USBPWNOV21-01	10/21 PW CSU Sac T2 Cousre Package - M. Robles		501-508-86010	164.53
	USBPWNOV21-01	11/21 PW Goin Postal - Annual Calibration Fee		502-510-70030	33.32
	USBPWNOV21-01	11/21 PW Amazon - Tools		502-510-70060	130.95
	USBPWNOV21-01	10/21 PW Amazon - Backup Cameras for Trucks 24/2		502-510-84060	130.03
	USBPWNOV21-01	11/21 PW Health Consultants - Annual Calibration		502-510-88100	407.71
	USBPWNOV21-01	10/21 PW Amazon - Backup Cameras for Trucks 24/2		503-521-84060	130.03
	USBPWNOV21-01	10/21 WP Logmein Phone Service for WTP		501-503-72030	61.34
	USBPWNOV21-01	10/21 WP AWC D2 Class - M. Garcia		501-503-86010	199.99
67417	11/18/2021	1964	USABluebook		405.10
	782900	11/21 WP PHD Sensors		501-503-70202	405.10
67418	11/18/2021	1973	Verizon Wireless Services, LLC		230.88
	9891311667	9/21 FD Vehicle Data (542044026-00003)		101-416-72030	230.88
67419	11/18/2021	1983	WageWorks		75.00
	INV3180429	10/21 FSA Monthly Fee		950-000-34610	75.00
67420	11/18/2021	1991	West Hills Machine Shop, Inc.		96.12
	047968	10/21 WWP Ball Hitch		503-520-70140	96.12
67421	11/18/2021	1993	West Hills Oil, Inc.		3,991.16
	72086	10/21 PW Fuel for October 2021		101-440-70160	68.82
	72086	10/21 PW Fuel for October 2021		107-422-70160	32.00
	72086	10/21 WP Fuel for October 2021		501-503-70160	125.01
	72086	10/21 PW Fuel for October 2021		501-508-70160	556.15
	72086	10/21 PW Fuel for October 2021		502-510-70160	556.14
	72086	10/21 WWP Fuel for October 2021		503-520-70160	31.25
	72086	10/21 PW Fuel for October 2021		503-521-70160	556.14
	72088	10/21 FIN Fuel for October 2021		501-406-70160	366.92
	72088	10/21 FIN Fuel for October 2021		502-406-70160	321.06
	72088	10/21 FIN Fuel for October 2021		503-406-70160	210.98
	72088	10/21 FIN Fuel for October 2021		504-406-70160	18.35
	72090	10/21 SVC Fuel for October 2021		101-431-70160	99.53
	72090	10/21 SS Fuel for October 2021		504-535-70160	1,048.81
67422	11/18/2021	1997	Westside Supply		48.00
	W211031	10/21 WP Equipment/Cylinder Rental		501-503-82030	32.00

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	WW211031	10/21 WWP Equipment/Cylinder Rental		503-520-82030	16.00
DFT0003704	11/1/2021 0003301	02078 SDI	SDI	950-000-31500	18.87 18.87
DFT0003705	11/1/2021 0003302 0003302	1957 Social Security Medicare	United States Treasury	950-000-31300 950-000-31400	240.60 195.00 45.60
DFT0003706	11/12/2021 0003323	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	232.50 232.50
DFT0003707	11/12/2021 0003324	1677 457 Newport %	Newport Trust Company	950-000-32100	2,454.37 2,454.37
DFT0003708	11/12/2021 0003325	1677 457 Newport EE\$ / ER%	Newport Trust Company	950-000-32100	744.89 744.89
DFT0003709	11/12/2021 0003338	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003710	11/12/2021 0003339	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	198.92 198.92
DFT0003711	11/12/2021 0003341	02078 SDI	SDI	950-000-31500	2,387.28 2,387.28
DFT0003712	11/12/2021 0003342	02077 Mgr SDI	SDI (Mgr)	950-000-31500	148.29 148.29
DFT0003713	11/12/2021 0003343	1331 State WH	Employment Development Dept.	950-000-31200	8,651.99 8,651.99
DFT0003714	11/12/2021 0003344 0003344 0003344	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	55,380.72 20,712.16 27,385.62 7,282.94
DFT0003715	11/15/2021 0003345	1331 State WH	Employment Development Dept.	950-000-31200	177.07 177.07
DFT0003716	11/15/2021 0003346 0003346	1957 Fed W/H Medicare	United States Treasury	950-000-31100 950-000-31400	603.78 514.02 89.76
DFT0003717	11/15/2021 0003348	02078 SDI	SDI	950-000-31500	41.37 41.37
DFT0003718	11/15/2021 0003349	1331 State WH	Employment Development Dept.	950-000-31200	227.52 227.52
DFT0003719	11/15/2021 0003350 0003350 0003350	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	1,351.80 758.40 480.92 112.48
DFT0003721	11/24/2021 0003357	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	232.50 232.50
DFT0003722	11/24/2021 0003358	1677 457 Newport %	Newport Trust Company	950-000-32100	2,075.21 2,075.21
DFT0003723	11/24/2021 0003359	1677 457 Newport EE\$ / ER%	Newport Trust Company	950-000-32100	744.89 744.89

Expense Approval Report

Payment Dates: 11/1/2021 - 11/30/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0003724	11/24/2021 0003372	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003725	11/24/2021 0003373	1869 SDU Kings County DCSS	State Disbursement Unit	950-000-34010	198.92 198.92
DFT0003726	11/24/2021 0003375	02078 SDI	SDI	950-000-31500	2,611.02 2,611.02
DFT0003727	11/24/2021 0003376	02077 Mgr SDI	SDI (Mgr)	950-000-31500	67.05 67.05
DFT0003728	11/24/2021 0003377	1331 State WH	Employment Development Dept.	950-000-31200	9,275.31 9,275.31
DFT0003729	11/24/2021 0003378 0003378 0003378	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	58,420.32 21,427.74 29,333.62 7,658.96
DFT0003730	11/29/2021 CM0000289	02078 SDI	SDI	950-000-31500	-14.40 -14.40
DFT0003731	11/29/2021 CM0000290	1331 State WH	Employment Development Dept.	950-000-31200	-75.49 -75.49
DFT0003732	11/29/2021 CM0000291 CM0000291 CM0000291	1957 Fed W/H Social Security Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	-346.22 -162.62 -148.80 -34.80

Grand Total:	1,042,309.17
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Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	174,922.75
107 - GAS TAX FUND	14,592.70
110 - LTF - ARTICLE VIII FUND	343.75
111 - SB1-ROAD REHAB MAINT ACCT FUND	1,231.25
114 - HABITAT CONSERVATION FUND	4,084.82
117 - IGT-INTERGOVERNMENTAL TRANSFER	20,705.15
125 - MEASURE C-STREET MAINTENANCE	2,123.75
140 - GENERAL CAPITAL PROJECTS FUND	781.25
301 - CDBG PROGRAM INCOME	4,084.53
303 - CDBG PROGRAM FUND	8,768.02
305 - CALTRANS GRANTS FUND	31,203.75
501 - WATER ENTERPRISE FUND	187,335.49
502 - GAS ENTERPRISE FUND	121,724.06
503 - SEWER ENTERPRISE FUND	98,857.25
504 - SANITATION ENTERPRISE FUND	192,559.77
506 - TRANSIT SYSTEM	33.86
815 - LOW/MOD HOUSING ASSET FUND	354.42
820 - RORF-REDEV OBLIG RETIREMT FUND	5,118.75
950 - PAYROLL TRUST & AGENCY FUND	173,483.85
Grand Total:	1,042,309.17

Account Summary

Account Number	Account Name	Payment Amount
101-400-41080	Mid Valley Franchise Fee	-39,368.51
101-401-70010	Office Supplies	11.41
101-401-72030	Telephone	215.11
101-401-84010	Office Equip. Repairs &	36.10
101-401-86010	Training, Travel, & Confe	219.52
101-401-86030	Subs., Dues, & Publicatio	2,000.00
101-401-88010	City Attorney Fees	6,000.91
101-401-88020	Outside Attorney Fees	3,919.50
101-401-88040	Computer Programming	84.58
101-401-88220	Special Events Expense	7,037.42
101-404-62070	Workers' Comp. Insuran	11.10
101-404-70010	Office Supplies	11.41
101-404-70030	Postage & Freight Out	95.54
101-404-70160	Gasoline & Diesel	61.55
101-404-72030	Telephone	125.44
101-404-84010	Office Equip. Repairs &	55.09
101-404-86500	Planning-Reimbursable F	10,495.00
101-404-88040	Computer Programming	289.66
101-404-88100	Professional Services	388.00
101-405-62070	Workers' Comp. Insuran	2,278.00
101-405-70010	Office Supplies	82.67
101-405-70160	Gasoline & Diesel	56.64
101-405-72030	Telephone	75.15
101-405-76010	General Advertising	2,000.00
101-405-84010	Office Equip. Repairs &	94.66
101-405-86010	Training, Travel, & Confe	18.34
101-405-88040	Computer Programming	84.58
101-406-70010	Office Supplies	19.77
101-406-72030	Telephone	5.97
101-406-84010	Office Equip. Repairs &	8.74
101-406-86010	Training, Travel, & Confe	109.25
101-406-88040	Computer Programming	7,043.08
101-406-88100	Professional Services	1,029.72
101-408-70010	Office Supplies	5.82

Account Summary

Account Number	Account Name	Payment Amount
101-408-72030	Telephone	102.16
101-408-84010	Office Equip. Repairs &	109.54
101-408-86030	Subs., Dues, & Publicatio	546.53
101-408-88040	Computer Programming	55.98
101-408-88100	Professional Services	76.50
101-408-89060	Psychological Evaluation	400.00
101-413-62070	Workers' Comp. Insuran	13,338.90
101-413-70010	Office Supplies	25.65
101-413-70030	Postage & Freight Out	56.13
101-413-70040	Printing & Binding	546.65
101-413-70101	Uniforms-Safety Equipm	9,933.59
101-413-70160	Gasoline & Diesel	5,247.71
101-413-70380	Inmate Food/Jail Supplie	679.24
101-413-70440	Miscellaneous Supplies	657.78
101-413-72010	Water, Gas, Sanitation &	46.50
101-413-72020	Electric	20.20
101-413-72030	Telephone	4,482.92
101-413-84010	Office Equip. Repairs &	335.95
101-413-84060	Vehicle Parts, Repairs &	5,571.14
101-413-86010	Training, Travel, & Confe	2,554.90
101-413-86030	Subs., Dues, & Publicatio	590.20
101-413-88020	Outside Attorney Fees	3,394.50
101-413-88040	Computer Programming	5,393.30
101-413-88100	Professional Services	1,676.44
101-413-98030	Office Furniture & Equip	31.55
101-413-98040	Major Machinery & Equi	1,418.60
101-415-72030	Telephone	25.05
101-415-88100	Professional Services	1,800.00
101-416-62070	Workers' Comp. Insuran	24,422.68
101-416-70060	Small Tools & Equipment	36.00
101-416-70102	Uniforms (Turnout Gear)	1,761.67
101-416-70160	Gasoline & Diesel	8,874.10
101-416-70440	Miscellaneous Supplies	220.99
101-416-70450	Station Supplies	798.51
101-416-72010	Water, Gas, Sanitation &	1,087.03
101-416-72030	Telephone	826.33
101-416-75030	Tuition Reimbursement	2,720.00
101-416-75060	Mandated Annual Servic	1,990.00
101-416-84010	Office Equip. Repairs &	144.03
101-416-84030	Buildings Repairs & Mai	28.00
101-416-84060	Vehicle Parts, Repairs &	815.31
101-416-86010	Training, Travel, & Confe	115.73
101-416-86040	Required Certification Tr	33.00
101-416-88040	Computer Programming	938.61
101-416-98030	Office Furniture & Equip	857.91
101-416-98043	Ladder Truck Expense	22,380.16
101-416-98044	Brush Truck Expense	13,200.00
101-431-70100	Uniforms	56.38
101-431-70150	Vehicle Parts & Supplies	24.00
101-431-70160	Gasoline & Diesel	99.53
101-431-72030	Telephone	50.33
101-432-72010	Water, Gas, Sanitation &	2,027.51
101-432-72030	Telephone	1,028.46
101-432-84030	Buildings Repairs & Mai	366.87
101-432-84050	Grounds Repairs & Main	262.50
101-435-72010	Water, Gas, Sanitation &	377.53
101-435-72030	Telephone	175.37
101-435-84030	Buildings Repairs & Mai	270.89

Account Summary

Account Number	Account Name	Payment Amount
101-435-84050	Grounds Repairs & Main	2,952.36
101-435-92090	Taxes, Licenses, & Fees	16,545.98
101-440-70060	Small Tools & Equipment	151.58
101-440-70160	Gasoline & Diesel	68.82
101-440-72011	Water/Electric - City Plot	5,253.51
101-440-84050	Grounds Repairs & Main	182.99
101-440-88100	Professional Services	59.25
107-422-62070	Workers' Comp. Insuran	70.31
107-422-70010	Office Supplies	2.51
107-422-70100	Uniforms	250.74
107-422-70130	Street Materials	1,861.87
107-422-70140	Utility Parts & Supplies	27.94
107-422-70160	Gasoline & Diesel	32.00
107-422-72010	Water/Electric - City Plot	4,745.53
107-422-72030	Telephone	28.46
107-422-84010	Office Equip. Repairs &	13.67
107-422-84060	Vehicle Parts, Repairs &	49.91
107-422-86010	Training, Travel, & Confe	36.42
107-422-86030	Subs., Dues, & Publicatio	21.43
107-422-88040	Computer Programming	5,743.24
107-422-88100	Professional Services	3.00
107-422-88130	Grant Writing/Applicatio	1,705.67
110-424-98401	Slurry Seal, Cape Seal	343.75
111-422-98910	Sunset St. Improvement	320.00
111-422-98971	Fresno Street Improvem	911.25
114-404-92090	Taxes, Licenses, & Fees	4,084.82
117-416-70010	Office Supplies	1.37
117-416-70102	Uniforms	1,537.76
117-416-72030	Telephone	24.04
117-416-75000	Medical Equipment & Su	5,311.23
117-416-75010	Meals-Ambulance Runs	42.08
117-416-75020	EMS-Linens	548.22
117-416-75040	Ambulance Billing Contr	6,545.23
117-416-84010	Office Equip. Repairs &	19.28
117-416-84050	Grounds Repairs & Main	2,735.00
117-416-84060	Vehicle Parts, Repairs &	3,431.18
117-416-86030	Subs., Dues, & Publicatio	128.59
117-416-86040	Required Certification Tr	350.00
117-416-88040	Computer Programming	13.17
117-416-88100	Professional Services	18.00
125-422-88100	Professional Services	2,123.75
140-422-98881	HSIPL Elm/Cambridge Si	781.25
301-620-88100	Professional Services	4,084.53
303-405-88116	CDBG CV1 Grant Expens	8,030.43
303-405-88117	CDBG CV2&CV3 Grant E	737.59
305-422-98930	Polk St. Improv-5th to El	1,885.00
305-422-98940	2016 Alley Paving Projec	1,792.50
305-422-98950	Forest Ave 1st-Elm Ave.	1,015.00
305-422-98970	ADA Improv-ATP Cycle 0	6,303.50
305-422-98980	CMAQ-Trail Seg 10/11/1	1,187.50
305-422-98982	Trail Improv-ATP Cycle 4	5,871.50
305-422-98996	Polk St. Rehab Phase 2 El	13,148.75
501-000-10003	Retention Payable	-756.63
501-406-70010	Office Supplies	215.73
501-406-70030	Postage & Freight Out	1,522.01
501-406-70040	Printing & Binding	958.32
501-406-70160	Gasoline & Diesel	366.92
501-406-72030	Telephone	333.56

Account Summary

Account Number	Account Name	Payment Amount
501-406-84010	Office Equip. Repairs &	163.99
501-406-86010	Training, Travel, & Confe	218.49
501-406-86030	Subs., Dues, & Publicatio	42.87
501-406-88040	Computer Programming	18,177.10
501-406-88100	Professional Services	6.00
501-503-70010	Office Supplies	53.24
501-503-70100	Uniforms	125.24
501-503-70140	Utility Parts & Supplies	573.42
501-503-70160	Gasoline & Diesel	999.87
501-503-70202	Lab Supplies	894.36
501-503-70240	Chemicals Aluminate Sul	4,756.60
501-503-70400	Chemicals Sodium Perm	13,283.07
501-503-72010	Water, Gas, Sanitation &	165.28
501-503-72030	Telephone	459.03
501-503-80010	Water Purchases	33,231.85
501-503-82030	Equipment Rental	32.00
501-503-84010	Office Equip. Repairs &	41.96
501-503-84030	Buildings Repairs & Mai	90.00
501-503-84072	Safety Equip. Repairs &	170.10
501-503-86010	Training, Travel, & Confe	199.99
501-503-86030	Subs., Dues, & Publicatio	156.10
501-503-88040	Computer Programming	247.57
501-503-88060	Medical - General	19.99
501-503-88100	Professional Services	33,733.39
501-503-88130	Grant Writing/Applicatio	598.50
501-503-92090	Taxes, Licenses, & Fees	142.14
501-503-98441	Water Revenue Bond Pr	61,866.89
501-508-62070	Workers' Comp. Insuran	281.19
501-508-70010	Office Supplies	3.07
501-508-70060	Small Tools & Equipment	166.67
501-508-70100	Uniforms	250.81
501-508-70101	Uniforms-Safety Equipm	28.40
501-508-70130	Street Materials	217.38
501-508-70140	Utility Parts & Supplies	1,971.66
501-508-70160	Gasoline & Diesel	556.15
501-508-72030	Telephone	213.65
501-508-84010	Office Equip. Repairs &	13.34
501-508-84030	Buildings Repairs & Mai	6.09
501-508-84060	Vehicle Parts, Repairs &	179.96
501-508-86010	Training, Travel, & Confe	658.12
501-508-86030	Subs., Dues, & Publicatio	166.81
501-508-88040	Computer Programming	161.70
501-508-88100	Professional Services	10.50
501-508-88130	Grant Writing/Applicatio	7,738.50
501-508-98040	Major Machinery & Equi	1,622.54
502-406-70010	Office Supplies	188.82
502-406-70030	Postage & Freight Out	1,331.74
502-406-70040	Printing & Binding	838.54
502-406-70160	Gasoline & Diesel	321.06
502-406-72030	Telephone	292.86
502-406-84010	Office Equip. Repairs &	67.47
502-406-86010	Training, Travel, & Confe	182.08
502-406-86030	Subs., Dues, & Publicatio	42.87
502-406-88040	Computer Programming	18,147.68
502-406-88100	Professional Services	6.00
502-510-62070	Workers' Comp. Insuran	281.19
502-510-70010	Office Supplies	146.86
502-510-70030	Postage & Freight Out	33.32

Account Summary

Account Number	Account Name	Payment Amount
502-510-70060	Small Tools & Equipment	130.95
502-510-70100	Uniforms	412.76
502-510-70160	Gasoline & Diesel	556.14
502-510-72030	Telephone	422.12
502-510-80020	PG&E Wholesale Transp	11,555.95
502-510-80030	Gas Purchases for Resale	75,245.03
502-510-84010	Office Equip. Repairs &	46.86
502-510-84060	Vehicle Parts, Repairs &	130.03
502-510-86030	Subs., Dues, & Publicatio	166.81
502-510-88010	City Attorney Fees	345.00
502-510-88040	Computer Programming	402.69
502-510-88060	Medical - General	19.98
502-510-88100	Professional Services	8,188.21
502-510-88130	Grant Writing/Applicatio	598.50
502-510-98040	Major Machinery & Equi	1,622.54
503-406-70010	Office Supplies	107.80
503-406-70030	Postage & Freight Out	875.15
503-406-70040	Printing & Binding	551.04
503-406-70160	Gasoline & Diesel	210.98
503-406-72030	Telephone	167.28
503-406-84010	Office Equip. Repairs &	60.69
503-406-86010	Training, Travel, & Confe	138.38
503-406-86030	Subs., Dues, & Publicatio	16.07
503-406-88040	Computer Programming	18,056.67
503-406-88100	Professional Services	2.25
503-520-70010	Office Supplies	2.62
503-520-70030	Postage & Freight Out	5.31
503-520-70100	Uniforms	125.21
503-520-70140	Utility Parts & Supplies	167.24
503-520-70160	Gasoline & Diesel	249.97
503-520-72010	Water, Gas, Sanitation &	1,729.56
503-520-72030	Telephone	150.42
503-520-82030	Equipment Rental	16.00
503-520-84010	Office Equip. Repairs &	56.45
503-520-84020	Major Equip. Repairs &	1,463.86
503-520-84030	Buildings Repairs & Mai	30.00
503-520-86030	Subs., Dues, & Publicatio	123.95
503-520-86033	Certifications, Renewals	95.00
503-520-88040	Computer Programming	304.62
503-520-88060	Medical - General	19.98
503-520-88100	Professional Services	4.50
503-520-88130	Grant Writing/Applicatio	598.50
503-520-92090	Taxes, Licenses, & Fees	12.08
503-520-98040	Major Machinery & Equi	53,307.61
503-521-62070	Workers' Comp. Insuran	70.30
503-521-70010	Office Supplies	0.12
503-521-70100	Uniforms	250.73
503-521-70140	Utility Parts & Supplies	57.09
503-521-70160	Gasoline & Diesel	556.14
503-521-70440	Miscellaneous Supplies	318.09
503-521-72010	Water, Gas, Sanitation &	169.24
503-521-72030	Telephone	321.21
503-521-84010	Office Equip. Repairs &	7.89
503-521-84060	Vehicle Parts, Repairs &	174.71
503-521-86030	Subs., Dues, & Publicatio	102.52
503-521-88040	Computer Programming	275.77
503-521-88100	Professional Services	1.50
503-521-88130	Grant Writing/Applicatio	598.50

Account Summary

Account Number	Account Name	Payment Amount
503-521-98994	La Questa Lift Station Re	17,304.25
504-406-70010	Office Supplies	10.83
504-406-70030	Postage & Freight Out	76.10
504-406-70040	Printing & Binding	47.93
504-406-70160	Gasoline & Diesel	18.35
504-406-72030	Telephone	17.28
504-406-84010	Office Equip. Repairs &	6.64
504-406-86010	Training, Travel, & Confe	7.27
504-406-86030	Subs., Dues, & Publicatio	5.36
504-406-88040	Computer Programming	3,525.04
504-406-88100	Professional Services	0.75
504-530-88170	Mid Valley Sanitation Se	186,728.15
504-535-70100	Uniforms	58.05
504-535-70160	Gasoline & Diesel	1,048.81
504-535-72030	Telephone	3.78
504-535-84060	Vehicle Parts, Repairs &	965.93
504-535-88100	Professional Services	39.50
506-540-72030	Telephone	33.86
815-609-88100	Professional Services	354.42
820-610-62070	Workers' Comp. Insuran	569.50
820-610-70010	Office Supplies	0.12
820-610-72030	Telephone	4.25
820-610-84010	Office Equip. Repairs &	1.61
820-610-86010	Training, Travel, & Confe	36.42
820-610-86030	Subs., Dues, & Publicatio	10.72
820-610-88040	Computer Programming	1,406.17
820-610-88100	Professional Services	1,187.46
820-610-96512	Continuing Disclosure Fe	1,902.50
950-000-31100	Federal Withholding	43,249.70
950-000-31200	State Income Tax Withh	18,256.40
950-000-31300	FICA Withheld	57,246.36
950-000-31400	Medicare Insurance Wit	15,154.94
950-000-31500	State Disability Insuranc	5,259.48
950-000-32100	Employee Deferred Com	22,060.15
950-000-32300	Employee Long Term Dis	2,578.82
950-000-32400	Life Insurance	1,070.02
950-000-33000	CLOCEA Dues Withheld	1,445.66
950-000-33200	CPOA Dues Withheld	1,758.24
950-000-33300	Fire Assoc. Dues Withhel	1,960.00
950-000-34010	Other W/H Garnishment	1,663.82
950-000-34050	Garnishment Service Fe	671.94
950-000-34060	Prepaid Legal Services	156.50
950-000-34500	Unreimbursed Med/Dep	876.82
950-000-34610	AFLAC Administration Fe	75.00
Grand Total:		1,042,309.17

Project Account Summary

Project Account Key	Payment Amount
None	1,042,309.17
Grand Total:	1,042,309.17

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

Subject: Information Only - Costs Associated with the Installation of Rectangular Rapid Flashing Beacons at the Intersection of California and W. Polk Street
Meeting Date: January 6, 2021
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

This was a future agenda item requested by Councilman Adkisson - Information only

II. BACKGROUND:

At the last council meeting, Councilman Adkisson requested a price quote for the installation of rectangular rapid flashing beacons (RRFB's) at W. Polk Street and California.

III. DISCUSSION:

Staff reached out to the City Engineer to provide a price for the furnishing and installation of 2 RRFB's at the intersection of W. Polk Street and California. The RRFB spec'd was the Carmanah R920 Solar Powered Rectangular Rapid Flashing Beacon (RRFB) with Dual Lightbars, PPB Push Button Actuator, and 2" Round Top Mounting Hardware.

Signage is separate so the City would also need to order 2 W11-2 signs and 2 W16-7p signs. Total MSRP including delivery is around \$3,000 each, but to have contractor furnish and install is roughly \$5,000-6,000 Total Each. The City will need two signs per crosswalk so Total is \$10,000-\$12,000/crossing furnished and installed.

IV. ALTERNATIVES:

Informational Only

V. FISCAL IMPACT:

The installation of RRFB would be a street related expense and would have to be funded through local street funds (Measure C, TDA, Gas Tax).

ATTACHMENTS:

File Name	Description
□ spec-tra-r920-e-revs_(1).pdf	RRFB Specifications
□ Signage_W16-7P_Diag_Down_Arrow.jpg	W16-7P Signage
□ Signage_W11-2_Ped_Crossing.jpg	W11-2 Signage

R920-E

RECTANGULAR RAPID FLASHING BEACON



MUTCD-compliant, pedestrian-activated warning beacon for uncontrolled marked crosswalks

- The R920-E is the benchmark for Rectangular Rapid Flashing Beacons (RRFBs)
- Ultra-efficient optics and Energy Management System (EMS)
- Compact design to simplify installation
- Proven technology platform
- Meets and exceeds MUTCD requirements, including IA-21

RRFBs have been found to provide vehicle yielding rates between 72 and 96 percent for crosswalk applications, including 4 lane roadways with average daily traffic (ADT) exceeding 12,000*.

Superior Design and Technology

The R920-E utilizes a self-contained solar engine integrating the Energy Management System (EMS) with an on-board user interface, housed in a compact enclosure together with the batteries and solar panel. MUTCD interim approval IA-21 flash pattern and multiple configurations enable the R920-E to handle all crosswalk applications.

Easy Installation

With its highly efficient and compact design, installation is quick and uncomplicated, dramatically reducing installation costs. Retrofitting can be done where existing sign bases are used to enhance existing marked crosswalks in minutes, and new installations can be completed without the cost of larger poles, new bases, and trenching.

Advanced User-Interface

The R920-E comes with an on-board user interface for quick configuration and status monitoring. It allows for simple in-the-field adjustment of flash pattern, duration, intensity, ambient auto adjust, night dimming, and many more. Settings are automatically sent wirelessly to all units in the system.

Reliable

Designed with Carmanah's industry-leading solar modeling tools to provide dependable year-after-year operation.

Trusted

With thousands of installations, Carmanah's beacons are the benchmark in traffic applications and other transportation applications worldwide.



WE SIMPLIFY PLANNING.

Contact us to get your Energy Balance Report and purchase specifications.

☎ 1.844.412.8395
✉ traffic@carmanah.com
🌐 carmanahtraffic.com

REPRESENTED IN YOUR REGION BY:

* U.S. Department of Transportation Federal Highways Administration, Publication No. FHWA-HRT-10-043 - "Effects of Yellow Rectangular Rapid-Flashing Beacons on Yielding at Multilane Uncontrolled Crosswalks"

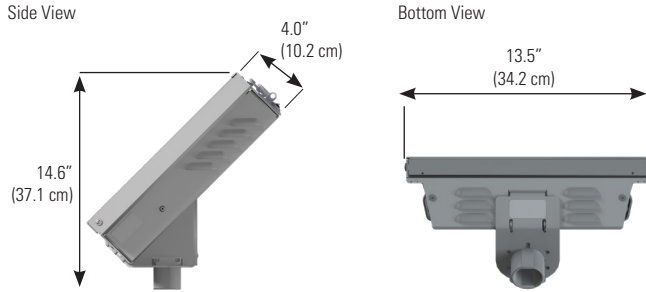
R920-E

RECTANGULAR RAPID FLASHING BEACON

1.844.412.8395 | traffic@carmanah.com | carmanahtraffic.com



DIMENSIONS



SOLAR ENGINE MOUNTING

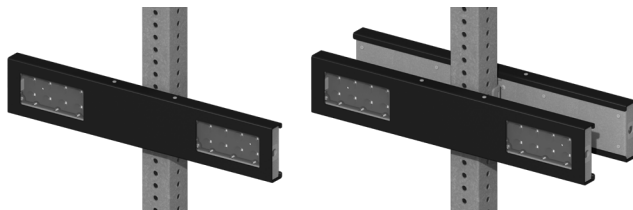
2.0" - 2.5" Perforated Square Pole Mount 2.38" - 2.88" Diameter Round Pole Mount 4.0" - 4.5" Diameter Round Pole Mount Side Pole Mount



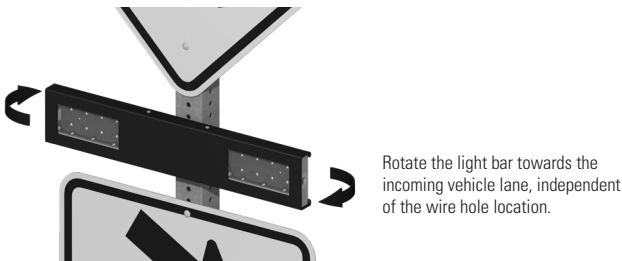
LIGHT BAR CONFIGURATION

Uni-directional Configuration

Bi-directional Configuration



IN-THE-FIELD AIMING



On-Board User Interface (OBUI)	Adjustable system settings with auto-scrolling LED display on our latest EMS
	System test, status, and fault detection: battery, solar, button, beacon, radio, day/night
	Flash patterns: RFB1 (WW+S), RFB2 (WSDOT), 0.5 sec. alternating (MUTCD), 0.5 sec. unison (MUTCD), 0.1 sec. unison, 0.25 sec. unison, 0.1 sec. x3 quick flashes unison, 0.1 sec. x3 quick flashes alternating
	Input: momentary for push button activation, normally open switch, normally closed switch
	Flash duration: 5 sec. to 1 hr.
	Intensity setting: 20 to 1400 mA for multiple RFBs, circular beacons, or LED enhanced signs
	Nighttime dimming: 10 to 100% of daytime intensity
	Ambient Auto Adjust: increases intensity during bright daytime
	Automatic Light Control: reduces intensity if the battery is extremely low
	Temperature correction: yellow or red beacons
Optical	Calendar: internal time clock function
	Radio settings: enable/disable, selectable channel from 1 to 14
	Output: enabled when beacons flashing daytime and nighttime, or nighttime only
	Activation counts and data reporting via OBUI or optional USB connection
	MUTCD interim approval IA-21 and MUTCDC compliant
	Purpose-built light bar optics = maximum efficiency and no stray light Exceeds SAE J595 class 1 intensity by 2.5 to 3x when used as recommended Meets SAE J578 chromaticity
	3 in (76 mm) x 7 in (178 mm) clear, UV-rated polycarbonate lens with yellow LEDs
	High-power LEDs: +90% lumen maintenance (L90) based on IES LM-80
	Side-emitting pedestrian confirmation LEDs
	Independent, stainless steel mounting brackets make back-to-back installation simple and enable in-field aiming for maximum effectiveness
Connectivity	Yellow, black, or green powder coated light bar covers
	Encrypted, wireless radio with 2.4 GHz mesh technology
	Wireless update of settings from any unit to all systems on the same radio channel
	User-selectable multiple channels to group different beacons and ensure a robust wireless signal
	Communicates with all other Gen III radio-enabled systems including our R820-E, -F, and -G circular beacons
	Instantaneous wireless activation: <150 ms
	Wireless range: 1000 ft (305 m)
	Integrated, vandal-proof antenna
	13 W high-efficiency photovoltaic solar panel
	45 deg tilt for optimal energy collection
Energy Collection	Maximum Power Point Tracking with Temperature Compensation (MPPT-TC) battery charger for optimal energy collection in all solar and battery conditions
	12 V 14 Ahr. battery system
	Replaceable, recyclable, sealed, maintenance-free, best-in-class AGM batteries offer the widest temperature range and longest life
	Battery design life: +5 yrs.
	Tool-less battery change with quick connect terminals and strapping for easy installation
	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R)
	Lockable, hinged lid for access to on-board user interface and batteries
	Corrosion-resistant aluminum with stainless steel hardware
	Raw aluminum finish or yellow, black, or green powder coated
	Prewired to minimize installation time
Solar Engine Construction	High-efficiency optics and EMS = the most compact, lightweight system
	19 lb (8.6 kg) including batteries, excluding beacons and push button
	-40 to 165° F (-40 to 74° C) system operating temperature
	-40 to 140° F (-40 to 60° C) battery operating temperature
	150 mph (241 kph) wind speed as per AASHTO LTS-6
	150 mph (241 kph) wind speed as per AASHTO LTS-6
	150 mph (241 kph) wind speed as per AASHTO LTS-6
	150 mph (241 kph) wind speed as per AASHTO LTS-6
	150 mph (241 kph) wind speed as per AASHTO LTS-6
	150 mph (241 kph) wind speed as per AASHTO LTS-6
Environmental	150 mph (241 kph) wind speed as per AASHTO LTS-6
	150 mph (241 kph) wind speed as per AASHTO LTS-6
Activation	Push button: ADA-compliant, piezo-driven with visual LED and two-tone audible confirmation
Warranty	5-year limited warranty



Specifications subject to local environmental conditions, and may be subject to change.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.

US Patent No 6,573,659, Other patents pending.

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Document: SPEC_TRA_R920-E_RevS



W16-7P



W11-2

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

Subject: Approve Renewal of the Exclusive Authorization and Right to Sell Agreement between the City of Coalinga and Mid State Realty

Meeting Date: January 6, 2022

From: Marissa Trejo, City Manager

Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

The City Manager recommends approving the renewal of the Exclusive Authorization and Right to Sell Agreement between the City of Coalinga and Mid State Realty through December 31, 2022.

II. BACKGROUND:

The City of Coalinga currently employs and grants Mid State Realty the exclusive and irrevocable right to see or exchange real property situated in the City of Coalinga. The current Agreement expires on January 31, 2022. Mid State Realty has successfully assisted with the sale of many properties, however a few properties remain, while a couple properties are still in escrow.

III. DISCUSSION:

Approval to renew the Agreement would allow Mid State Realty to continue to work on the sale of the remaining properties not currently in escrow that still need to be sold.

Staff feels that Mid State Realty has been doing a great job for the City and is familiar with the properties, process, and procedures.

IV. ALTERNATIVES:

1. Approve the renewal of the Agreement extending the date to December 31, 2022; or
2. Do not approve the renewal and direct staff to begin a Request for Proposals (RFP) process.

V. FISCAL IMPACT:

There is no fiscal impact as compensation to the broker comes out of the proceeds of the property sales.

ATTACHMENTS:

File Name	Description
 City_Listing_Agreement_for_2022_010622.pdf	Draft Agreement_2022



EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

1. **Right to Sell.** I (we), **City of Coalinga**, (hereinafter called "Seller") hereby employ and grant MID STATE REALTY (hereinafter called "Broker") the exclusive and irrevocable right to sell or exchange the real property situated in the City of **Coalinga**, County of **Fresno**, California.
2. **Term.** Broker's right to sell shall commence on February 1, 2022 and expire at midnight on December 31, 2022.
3. **Terms of Sale.**
 - a. The following items of personal property are to be included in the above-stated price: **None**
 - b. Broker is hereby authorized to accept on my behalf a deposit upon the purchase price in an amount of: **To be designated by the Seller at time of offer acceptance**
 - c. Evidence of title to the property shall be in the form of a CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY OF TITLE INSURANCE in the amount of the selling price to be paid for by **Seller**. I warrant that I am the owner of the property or have the authority to execute this Authorization. I hereby agree to permit a FOR SALE sign to be placed on my property by Broker named herein.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.

4. **Compensation to Broker.** I hereby agree to compensate the Broker As follows:
 - a. **Five percent (5%)** of the selling price, if the property is sold during the terms hereof, or any extension thereof, by Broker on the terms herein set forth or any other price and terms I may accept, or through any other person, or by me, or **Five percent (5%)** of the price. If said property is withdrawn from sale, transferred, conveyed, leased or rented without the consent of Broker, by my voluntary act during the term hereof or any other extension thereof.
 - b. The compensation provided for in subparagraph a. above if property is sold, conveyed, or otherwise transferred or if negotiations have been initiated and are ongoing within 180 calendar days after the termination of this authority or any extension thereof to anyone with whom Broker has had negotiations prior to final termination, provided I have received notice in writing, including the names of the prospective purchasers, within ten (10) days after termination of this Authorization or any extension hereof. However, I shall not be obligated to pay the compensation provided for in subparagraph a. if sale, lease, or exchange of the property is made during or after the term of said protection period to anyone other than the above names of prospective purchasers provided to me by MID STATE REALTY.
 - c. I authorize Broker to cooperate with other Brokers, to appoint subagents, and to divide with other Brokers such compensation in any manner acceptable to Brokers. In the event of an exchange, permission is hereby given to Broker to represent all parties and collect compensation or commissions from them, provided there is full disclosure to all principles of such agency. Broker is authorized to divide with other Brokers such compensation or commissions in any manner acceptable to Brokers. However, Broker may not enter into any commission arrangements with other brokers or others that would be inconsistent with the terms of this Authorization or which would increase the total amount of Seller's obligation for a commission hereunder, and Seller's sole obligation and liability for a commission shall be to Broker as provided in this paragraph 4.
 - d. In the event money intended as consideration for sale of property is received by Seller outside of escrow and/or is not reflected in the sale price, the commission as agreed in paragraph 4.a. above shall apply to such monies.
 - e. A commission that has been earned by Broker shall be payable solely from the proceeds of the sale or the property upon the closing of escrow for the sale. If requested by Broker, Seller shall execute and deliver an escrow instruction irrevocably assigning Broker's compensation in an amount equal to the compensation provided in subparagraph a. (above) from the Seller's Proceeds.
5. **Disclosure.** Seller shall execute a Disclosure Statement required by California law concerning the condition of the property. Broker is authorized to provide copies to prospective Buyers. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments to the extent arising from any information supplied by Seller that Seller actually knows is incorrect or misleading in any material way, or from any material fact known to Seller, which

Seller fails to disclose where Seller actually knows that such failure to disclose is misleading in any material way. For all purposes of this Authorization, actual knowledge of Seller shall mean and be limited to only matters within the actual knowledge of Seller's City Manager or any employee of Seller expressly authorized by Seller's governing body to carry out the terms of this Authorization on behalf of Seller. [Initial] (_____/_____).

6. **Natural Hazard Disclosure.** A Natural Hazard Disclosure Report will be ordered through escrow and will be paid by Seller.
7. **Tax Withholding.** Seller agrees to perform any act reasonably necessary to carry out the provisions of FIRPTA (IRC-1445) and regulations promulgated thereunder.
8. **Equal Housing Opportunity.** This property is offered in compliance with state, local and federal anti-discrimination laws.
9. **Broker not Responsible for Descriptions of Acreage or Lot Size.** The information, if any, about acreage or lot size contained in this Authorization or in the Disclosure Statement is based upon information supplied by Seller or other sources, and Broker assumes no responsibility for any errors or omissions in that information. In the event that any third party seeks damages from Broker because of errors or omissions relating to acreage or lot size provided by Seller in this Authorization or in the Disclosure Statement, Seller shall defend, indemnify and hold Broker harmless, at Seller's sole expense, against and from any such claims.
10. **Broker not Responsible for Representations about Water or Water Quality.** The information, if any, about water availability and quality contained in this Authorization or in the Disclosure Statement is based upon information supplied by Seller, and Broker assumes no responsibility for any errors or omissions in that information. In the event that any third party seeks damages from Broker because of errors or omissions relating to water availability or quantity provided by Seller in this Authorization or in the Disclosure Statement, Seller shall defend, indemnify and hold Broker harmless, at Seller's sole expense, against and from any such claims.
11. **Hazardous Waste.**

IMPORTANT NOTICE CONCERNING HAZARDOUS WASTES

- a. Seller hereby acknowledges that Seller has read and understands and agrees with the matters set forth in the following "Important Notice Concerning Hazardous Wastes":

Public concern about hazardous wastes has led to the passage of strict laws regulating hazardous wastes and underground storage tanks. "Hazardous wastes" are generally considered to include petroleum base products; paints and solvents; lead; cyanide; DDT; printing inks; acids; pesticides; ammonium compounds; asbestos; PCB's; cleaning materials; and photographic materials. The foregoing list is illustrative only and may not include substances classified as hazardous wastes by appropriate state or federal agencies. If property is to be sold or leased, is, has been, or will be the site of activities involving hazardous wastes, all parties to the transaction should consult with their own legal counsel and other appropriate experts and public officials about their individual rights and liabilities, including the possible costs involved. The same precaution holds true when the property is, has been, or will be the site of underground storage tanks.

To the extent of its actual knowledge, MID STATE REALTY is committed to providing buyers, sellers, and tenants with all information about hazardous wastes and underground storage tanks in transactions in which it serves as Broker. Neither MID STATE REALTY nor its agents/employees, however, are experts with respect to the laws governing hazardous wastes. MID STATE REALTY and its agents/employees cannot offer advice about the right and liabilities of buyers, sellers, or tenants with respect to hazardous wastes and underground storage tanks. Neither can MID STATE REALTY or its agent/employees be responsible for the accuracy of information about hazardous wastes and underground storage tanks on particular parcels of property. Such information is obtained from the sellers of the property or public agencies, and MID STATE REALTY merely conveys the information to prospective buyers, sellers, or tenants. Each party to a real estate sales or lease transaction assumes the responsibility for making an independent investigation as to whether an actual or potential problem with hazardous wastes or underground storage tanks exists on the subject property.
- b. Seller hereby authorizes Broker to give the preceding notice to a prospective purchaser and to otherwise alert the prospective purchaser of the necessity of obtaining independent legal advice, as well as expert opinion as to the

potential liability and financial responsibility that may exist if hazardous wastes or substances or underground storage tanks are present on the property.

- c. Seller represents to Broker that Seller has in its actual possession written inspection reports pertaining to hazardous wastes or substances or underground storage tanks listed as follows: **(If none, write "NONE.") [Initial](____/____)**. Seller agrees to deliver copies of the reports to Broker, as well as any future reports received by Seller. Seller authorizes Broker to deliver copies of the reports to a prospective purchaser.
 - d. Seller shall divulge to Broker and to any prospective purchaser information actually known to Seller as to the past or present existence of hazardous wastes or substances or underground storage tanks on the property.
 - e. Seller acknowledges that Broker is not expert in regards to the legal ramifications and technical problems and liabilities associated with hazardous wastes or substances or underground storage tanks, and that of necessity Broker must rely on Seller's representations or written report provided to Seller by experts regarding such matters.
12. **Agency.** Seller acknowledges that Seller has been informed that it is the policy of MID STATE REALTY to be the exclusive agent of Seller when another brokerage company represents the potential Buyer, and to be a dual agent of both Sellers and the potential Buyer when the potential Buyer elects to be represented by MID STATE REALTY. In the negotiation of a potential sale of the property by Seller, Broker is authorized to act as a dual agent representing both Seller and the purchaser, provided Broker gives Seller notice of such dual agency and obtains Seller's consent in advance. Seller will not withhold consent unreasonably. Broker also will give Seller all disclosures of dual agency required by law. Seller acknowledges that, when performing as a dual agent, Broker will not disclose to Seller the best terms upon which the purchaser is willing to purchase the property, unless authorized to do so by the purchaser. Similarly, Broker agrees not to disclose to a potential purchaser the best terms on which the Seller is willing to sell the property, unless expressly authorized to do so by Seller.
13. **Entire Authorization.** Seller warrants that Seller is the owner of the property and has the authority to execute this Authorization. The Seller and Broker further intend that this Authorization constitutes the complete and exclusive statement of its terms. This Authorization supersedes any and all agreements, either oral or written, between the parties here to with respect to the property. No representations, inducements, promises, or agreements, oral or otherwise, have been made by either party that are not embodied herein, and no other agreement, statement or promise concerning the matters described in this Authorization and not contained herein shall be valid or binding.
14. **Additional Terms:** Listing Contract to include the following parcels: Any and all properties owned by City of Coalinga, Successor Agency or Successor Housing Agency.

ARBITRATION OF DISPUTES

IN THE EVENT A CLAIM OR CONTROVERSY ARISES OUT OF THIS AUTHORIZATION, INCLUDING ANY FAILURE TO PAY BROKER ALL OR ANY PORTION OF THE AMOUNTS PROVIDED HEREIN, SELLER AND BROKER HEREBY AGREE THAT SUCH CLAIM OR CONTROVERSY SHALL BE SETTLED BY FINAL BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, WHICH RULES ARE INCORPORATED HEREIN BY REFERENCE, AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION AWARDS. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN THE EVENT ANY ARBITRATION PROCEEDING OR ANY LEGAL ACTION TO ENFORCE AN ARBITRATION AWARD IS COMMENCED, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS EXPENSES AND ATTORNEY'S FEES INCURRED THEREIN FROM THE OTHER PARTY. VENUE AND JURISDICTION FOR ANY SUCH ARBITRATION SHALL BE FRESNO, COUNTY OF FRESNO, CALIFORNIA. SELLER AGREES TO ELECT BINDING ARBITRATION IN ANY SUBSEQUENT AGREEMENTS RELATING TO THE SALE THE PROPERTY SUBJECT TO THIS AUTHORIZATION TO RESOLVE ANY AND ALL DISPUTES, WHICH INVOLVE BROKER.

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

UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”

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

BROKER’S INITIALS	

SELLER’S INITIALS	

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AUTHORIZATION AND HAVE RECEIVED A COPY.

SELLER: **CITY OF COALINGA**

BY: _____
Marissa Trejo, City Manager

Address: 155 W. Durian Avenue
Coalinga, CA 93210

Phone: (559) 935-1533 x111

Date: _____

Fax: (559) 935-5912

Email: mtrejo@coalinga.com

IN CONSIDERATION OF THE ABOVE, BROKER AGREES TO USE DILIGENCE IN PROCURING A PURCHASER.

BROKER: **MID STATE REALTY**

By: _____
Tawnya Stevens, (Broker/Owner)

Address: 395 E. Elm Avenue, Suite #A
Coalinga, CA 93210

Phone: (559) 935-5123

Date: _____

Cell: (559) 647-2682

Fax: (559) 935-5122

Email: tawnyastevens@sbcglobal.net

License #: 01202124

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

Subject: Direct Staff to Advertise Planning Commission Vacancy
Meeting Date: January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Due to an unexpected vacancy on the Planning Commission, Staff recommends Council direct staff to advertise the vacancy for interested community members to apply.

II. BACKGROUND:

Based on the provisions of CMC Section 2.3-102 the appointment of Planning Commissioners shall be conducted as follows:

Sec. 2-3.102. Members: Appointment and Removal.

Members of the Planning Commission shall be appointed by the Council. Members shall be appointed for staggered terms, with each member's term to run for four (4) years or until his or her successor has been duly appointed by the Council. Any vacancy occurring on the Planning Commission by reason of death, resignation, removal or disqualification shall promptly be filled by the Council for the unexpired term of such member. The Council may remove any member of the Planning Commission for cause, upon written notice of such removal to the person or persons being removed. Absence of a member from more than three (3) regular meetings during any calendar year without the formal consent of the Planning Commission shall be deemed to constitute resignation of such member and the position shall be deemed vacant.

III. DISCUSSION:

Based on the provisions of CMC Section 2.3-102 the appointment of Planning Commissioners shall be motioned by a member of the Council and approved by the City Council by majority vote.

Staff had hoped to seek the reappointment of Commissioner Oscar Garza during this Council meeting, however, Commissioner Garza unexpectedly passed away on December 16, 2021.

Staff is now seeking direction from the Council to advertise the vacant position on the Planning Commission. If so directed, all applications received by staff will be brought back to Council at a future date for review and consideration of appointment.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

None.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Authorize Purchase of Dual Purpose K-9
Meeting Date: Thursday, January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

I. RECOMMENDATION:

The Chief of Police requests the Council authorize the purchase of a second dual purpose canine .

II. BACKGROUND:

In 2019, the police department purchased its current canine through funds raised by the community and which was donated to the police department by the Coalinga Police K9 Foundation.

III. DISCUSSION:

With the purchase of K9 Officer Eli in 2019, he has been instrumental in the recovery of narcotic, gun as well as apprehend wanted subjects. Canine Eli is the only canine unit the city has and maintains a busy schedule with work and training.

With the approval of a second dual purpose canine, the police department would be able to deploy the second canine on the opposite end of the week from Canine Eli. This would allow a canine to be on patrol seven days a week, except for k9 training days or when the canine handler is off due vacation, sick or other training class.

The funds for the second dual purpose canine would be provided by Coalinga Police K9 Foundation. There is no additional funds needed to purchase a canine vehicle as the department has a spare unit. The annual cost for the second K9 unit is approximately \$4,500.0 a year.

IV. ALTERNATIVES:

1. The council can approve this request.
2. The council can denied this request.

V. FISCAL IMPACT:

The initial funds to purchase the canines would come from the Coalinga Police K9 Foundation, so there is no impact for the purchase.

The city could opt to fund the second K-9 team at annual impact of \$4,500.00 to the general fund.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Approve Increase Project Contingency to 13% for the ATP 3 - Sidewalk Gaps Closure Project Due to Unanticipated Additional Work Required in the Field During Construction

Meeting Date: January 6, 2021

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Council authorization to amend the construction contract with R.J. Berry to include an increase in the contingency from 10% to 13% representing \$50,967.06 due to unanticipated work in the field and authorize the City Manager to amend the contract accordingly.

II. BACKGROUND:

On June 3, 2021 the City Council awarded a Contract in the amount of \$1,634,870.00 to R.J. Berry Jr., Inc., 2020 High Street, Suite B, Selma, CA 93662 for the Sidewalk Gap Closure & Pedestrian Improvement Project. Included was a contingency of 10% (\$163,487.00) be included in the Council action to cover any unforeseen incidentals for a total authorization amount of \$1,798,357.00.

III. DISCUSSION:

During the course of construction there are always unforeseen issues that arise as asphalt is excavated and sidewalks are removed and replaced. During construction, there were several items that were discovered that lead to an increase in the original contract price that were reasonable and justified.

The contract included a 10% contingency which represented \$163,487.00 and after 3 change orders during the course of construction, the total change order amount will exceed the authorized amount to \$214,545.06 which represents 13% contingency.

The City Engineer has provided a detailed memo (attached) identifying all instances of field discoveries that lead to the change orders.

All of the extra work performed and final balancing of quantities are all reasonable and justified in order to complete the project as confirmed by the City Engineer and project Manager (Public Works Supervisor).

Staff is requesting an increase in contingency from 10% to 13% to cover the additional costs.

IV. ALTERNATIVES:

- None at this time as all work performed and completed are reasonable and justified and final balancing needs to occur.

V. FISCAL IMPACT:

This project is funded through the Cycle 3 Active Transportation Grant Program (ATP), with supplemented Federal Congestion Mitigation Air Quality (CMAQ) Lifeline Funds and Local Transportation Development Act (TDA) and Measure C Funds. The additional \$50,967.06 is expected to be funded through project savings from this and other federal/state projects. Also, staff has requested that we use lifeline funds through COG to supplement the additional costs. At the time of the drafting of this report, staff has not heard back from COG. Staff will update the Council at the meeting.

ATTACHMENTS:

File Name	Description
 City_Engineer_Memorandum_for_Change_Orders.pdf	City Engineer Memo on Change Orders



4630 West Jennifer Avenue, Suite 101
Fresno, CA 93722-6415
Tel: (559) 447-9075
Fax: (559) 447-9074
Email: Info@TriCityEngineering.com
www.TriCityEngineering.com

MEMORANDUM FOR CHANGE ORDERS

Project: Sidewalk Gap Closure & Pedestrian Improvement Project – ATPSB1L-5146(021)
Subject: Change Order Major Items
Date: December 14, 2021

Sean,

I wanted to touch on the major items that are included in the 3 change orders that this project has seen. All changes to the plans met preapproval by the City Inspector (Eric DeLeon) and myself.

July 15 additional sidewalk was approved along the north side of Washington Street at Sunset to repair cracks.

July 19 additional sidewalk was approved at the corner of Baker and California to repair cracks and improve transition from existing drive approach to new bulb-out crossing.

July 23, additional demolition and drive approach was approved near California and Cornel to match the existing sawcut trench. If this was not approved, the new concrete would have met a cracked and non-uniform edge.

August 10, an AT&T cable was discovered approximately 1 inch below existing sidewalk. AT&T to replace cable, but Contractor was required to excavate and trench approx. 800 feet for conduit installation.

August 10, an underground valve was discovered 10 feet from the southern curb and gutter at the intersection of Baker and Mtn. View.

August 12 the contractor finished pouring concrete drive approach per the plans along California Street on the school side. It was unknown at the time that the school had moved fenceline which expanded the parking lot. The new parking lot footprint required that the drive approach be removed and relocated.

August 23, it was discovered that the sidewalk drains would not be sufficient on their own to divert runoff under sidewalk at California Street parking lots. 2 concrete drain boxes with grates were ordered

September 2, authorization was given to replace additional curb and gutter in disrepair

September 6, it was discovered that the storm drain inlet at Joaquin and College had no outlet. Contractor authorized to abandon and cover existing storm drain inlet.

September 20 and 23, Property fence at Murietta and College and another along Murietta had to be relocated out from City Right of Way to allow for ADA path of travel

October 5, additional asphalt pavement transition needed to be made on Murietta Street to match new curb and gutter and sunken street crown.

October 5, additional drive approach to improve transition and prevent flooding on Fresno Street just north of Washington.

October 7, additional curb and gutter was replaced that was sunken and did not allow new sidewalk to be poured.

October 15, Wrought iron fence on Murietta and Jefferson removed by contractor to allow for 4.5' sidewalk in City Right of Way.

October 20, additional curb and gutter requires replacement near Fresno and Tyler

November 16, Irrigation lateral on Keck park frontage was discovered to be directly below proposed sidewalk.

Contractor authorized to relocate approx.. 150 feet of irrigation lateral to back of proposed sidewalk. Also required replacement 40 sf of sidewalk that was already poured.

Additional Note: A breakdown of the costs shows that the Concrete/Pavement Removal & Disposal bid item accounts for \$93,742.50 of the total \$214,454.06 seen across the 3 change orders. Additional sidewalk, curb and gutter, and drive approach all result in an increase in the amount of demolition which is why this item was driven up. This bid item is measured by CY. Every concrete item removed during the course of the project is field measured to get this quantity.

Discovered AT&T cable:



Additional Curb and Gutter Replacement







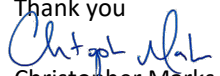
Extra Demolition Limits to Match clean edge





If you have any additional question/concerns please don't hesitate to contact my office.

Thank you


Christopher Marks
Resident Engineer

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

Subject: Adopt Resolution No. SA-341 Approving the Recognized Obligation Payment Schedule 22-23 for July 2022 through June 2023 and the Fiscal Year 2022-23 Administrative Budget

Meeting Date: January 6, 2022

From: Marissa Trejo, City Manager

Prepared by: Jasmin Bains, Financial Services Director

I. RECOMMENDATION:

Financial Services Director recommends the Successor Agency adopt Resolution No. SA-341 Approving the Recognized Obligation Payment Schedule 22-23 for July 2022 through June 2023 and the Fiscal Year 2022-23 Administrative Budget.

II. BACKGROUND:

A Recognized Obligation Payment Schedule (“ROPS”) covering the period of July 1, 2022 through June 30, 2023 is due by February 1, 2022 pursuant to Health and Safety Code (“HSC”) Section 34177(o). The ROPS requests necessary payments for each enforceable obligation of the former Coalinga Redevelopment Agency for Fiscal Year (“FY”) 2022-23.

ROPS 22-23 has been prepared for the Successor Agency Board’s consideration and is attached to this staff report. The Fresno Countywide Oversight Board (“Oversight Board”) would also review the ROPS 22-23 at its meeting on January 20, 2022. Once approved, staff would transmit it electronically to the Department of Finance (“DOF”), State Controller, and Fresno County Auditor-Controller (“CAC”) for their review. The adopted ROPS must be transmitted by February 1, 2022, or the Successor Agency would be subject to a penalty of \$10,000 per day. With DOF approval, the Auditor-Controller would be authorized to disperse property tax revenue to pay ROPS obligations on June 1, 2022 and January 2, 2023.

III. DISCUSSION:

Recognized Obligation Payment Schedule

As per their practice, the DOF provides successor agencies a partially completed ROPS form to standardize the form and make it consistent with the automated tracking system. DOF continues to make minor annual changes to the ROPS forms and process for submitting the ROPS.

Redevelopment Property Tax Trust Funds (“RPTTF”) requested for 22-23 ROPS period payments are net of cash carried over from the ROPS 19-20 period; this cash is referred to as the “prior period adjustment”. The Prior Period Adjustment for ROPS 19-20 was reported by the Coalinga Successor Agency staff to the County Auditor-Controller in September of this year and reported a total of \$21,868 of unspent RPTTF funds from carried over from the ROPS 19-20 period.

For ROPS 22-23, the Successor Agency is requesting a total of \$1,354,346 in Redevelopment Property Tax

Trust Fund money to fund ROPS obligations, \$1,261,553 for the first half of the fiscal year and \$92,793 for the second half of the fiscal year. The obligations listed on the ROPS include:

- Item #9: \$122,000 for Successor Agency Administrative Budget
- Item #44: \$1,223,846 for 2018 Tax Allocation Refunding Bonds (TARB) debt service payment
- Item #45: \$3,500 for 2018 TARB Fiscal Agent Fees
- Item #46: \$5,000 for 2018 TARB Continuing Disclosure report

In addition, three obligations will be retired during the ROPS 22-23 process as final payments for these will be made in the ROPS 21-22 period:

- Item #1: 1993 B Refunding Tax Allocation debt service payment
- Item #5: 1993 B Revenue Bonds Police Station debt service payment
- Item #18: Fiscal Agent Fees for the 1993 bonds

With its approval, the Successor Agency ROPS 22-23 would continue the process of dissolving the financial affairs of the former redevelopment agency, which should, based on current obligations, be completed after September 15th, 2025.

Once approved by the Successor Agency, the ROPS 22-23 and the accompanying administrative budget would be considered by the Fresno Countywide Oversight Board.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

For ROPS 22-23, the Successor Agency is requesting a total of \$1,354,346 in Redevelopment Property Tax Trust Fund money to fund ROPS obligations, \$1,261,553 for the first half of the fiscal year and \$92,793 for the second half of the fiscal year.

ATTACHMENTS:

File Name	Description
❏ RESO#SA-341_ROPS_22-23_010622.pdf	Resolution No. SA-341 ROPS 22-23
❏ Coalinga_ROPS_22-23_RAD_App.pdf	Coalinga ROPS 22-23

RESOLUTION NO. SA-341

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF COALINGA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2022-23 FOR JULY 2022 THROUGH JUNE 2023 AND THE FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET

WHEREAS, the City Council of the City of Coalinga elected to serve as the Successor Agency to the former Coalinga Redevelopment Agency ("Successor Agency") in accordance with the Dissolution Act (enacted by Assembly Bill ("AB") x1 26, as amended by AB 1484 and Senate Bill ("SB") 107, and codified in the California Health and Safety Code); and

WHEREAS, among the duties of successor agencies under the Dissolution Act is the preparation of a recognized obligation payment schedule ("ROPS") for the ensuing six-month period for consideration by a local oversight board and California Department of Finance ("DOF") for purposes of administering the wind-down of financial obligations of the former Redevelopment Agency; and

WHEREAS, a ROPS 22-23 covering the twelve-month period from July 1, 2022 through June 30, 2023, attached hereto as Exhibit "A" has been prepared by staff and consultants consistent with the provisions of the Dissolution Act and in the format made available by DOF; and

WHEREAS, Health and Safety Code Section 34177(j) requires the Successor Agency to prepare a proposed administrative budget and submit it to the Oversight Board for its approval; and

WHEREAS, the ROPS 22-23 includes a proposed administrative budget of \$122,000 for the fiscal year; and

WHEREAS, the Successor Agency desires to approve the ROPS 22-23 and Fiscal Year 2022-2023 Administrative Budget and transmit it to various parties as required by the Dissolution Act.

NOW, THEREFORE, the Successor Agency to the Redevelopment Agency of the City of Coalinga resolves as follows:

SECTION 1. The Recitals set forth above are true and correct and incorporated herein by reference.

SECTION 2. The Successor Agency hereby approves and adopts the ROPS 22-23 and Administrative Budget covering the period of July 1, 2022 through June 30, 2023, in substantially the form attached hereto as Exhibit A and B, and incorporated herein by reference, as required by the Dissolution Act.

SECTION 3. The City Manager is hereby authorized and directed to post of copy of the ROPS 22-23 on the City's website and transmit a copy to the Oversight Board for its approval and to all other agencies as required by the Dissolution Act.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the former Redevelopment Agency of the City of Coalinga held on the **6th day of January 2022**, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ron Ramsey, Mayor / Chairman

ATTEST:

Shannon Jensen, City Clerk

EXHIBIT A

RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23
(JULY 2022 THROUGH JUNE 2023)

EXHIBIT B

ADMINISTRATIVE BUDGET FISCAL YEAR 22-23 (JULY 2022 THROUGH JUNE 2023)

Coalinga Successor Agency Administrative Budget ANNUAL & SIX-MONTH ADMINISTRATIVE BUDGETS FISCAL YEAR 2022-23

Expense Category	ANNUAL FY 2022-23	JUL-DEC 2022	JAN - JUN 2023	Description
Personnel Expenses	RPTTF	RPTTF	RPTTF	
Salaries and Wages	\$ 80,000	\$ 40,000	\$ 40,000	City Manager's Office - Provide direction to staff and consultants as needed; reviews and oversees SA administration. Finance Department - Process payment of enforceable obligations; maintain documentation of SA records; coordinate with consultants to answer questions and provide documentation as needed for reporting preparation and as requested by the Oversight Board, County Auditor-Controller, and DOF; administration and implementation of SA wind-down activities.
Personnel Costs Subtotal	\$ 80,000	\$ 40,000	\$ 40,000	
Service Expenses	RPTTF	RPTTF	RPTTF	
Professional Services	\$ 15,000	\$ 7,500	\$ 7,500	Prepare ROPS, PPA, staff reports and resolutions for SA and OB; coordinate and answer questions for Oversight Board, County Auditor-Controller, and DOF; other SA services as needed. (Includes RSG's contract)
Accounting and Auditing	\$ 10,000	\$ 5,000	\$ 5,000	Audits and other financial services as needed.
Legal Services	\$ 2,000	\$ 1,000	\$ 1,000	Provide general legal services as needed, review staff reports and resolutions, other legal services as needed.
Overhead & Department Expenses	\$ 15,000	\$ 7,500	\$ 7,500	Office overhead, utilities, maintenance and repairs, supplies, trainings, conferences, other SA expenses.
Service Costs Subtotal	\$ 42,000	\$ 21,000	\$ 21,000	
Total Expenses	\$ 122,000	\$ 61,000	\$ 61,000	

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Coalinga

County: Fresno

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,261,553	\$ 92,793	\$ 1,354,346
F RPTTF	1,200,553	31,793	1,232,346
G Administrative RPTTF	61,000	61,000	122,000
H Current Period Enforceable Obligations (A+E)	\$ 1,261,553	\$ 92,793	\$ 1,354,346

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Coalinga
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$7,140,611		\$1,354,346	\$-	\$-	\$-	\$1,200,553	\$61,000	\$1,261,553	\$-	\$-	\$-	\$31,793	\$61,000	\$92,793
1	1993 B Refunding Tax Allocation Bonds	Bonds Issued On or Before 12/31/10	11/19/1998	03/15/2022	U.S. Bank	Bonds issued to defease 1991 refunding bonds	Coalinga	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
5	1993 B Revenue Bonds Police Station	Revenue Bonds Issued On or Before 12/31/10	11/19/1998	03/15/2022	U.S. Bank	Bonds issued to defease original Police Station bonds	Coalinga	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
9	Successor Agency Administrative Costs	Admin Costs	01/01/2014	06/30/2027	Administrative Staff	Administrative Cost Allowance-Staff & Admn costs	Coalinga	2,878,000	N	\$122,000	-	-	-	-	61,000	\$61,000	-	-	-	-	61,000	\$61,000
18	Trustee Fees	Fees	01/01/1988	03/15/2022	U.S. Bank	Trustee Fees for 1993 bonds	Coalinga	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
44	2018 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	06/19/2018	09/15/2025	Wells Fargo	Refunding of 2000 and 2009 Series A, B and C tax allocation bonds issued to fund non-housing projects		4,215,111	N	\$1,223,846	-	-	-	1,192,053	-	\$1,192,053	-	-	-	31,793	-	\$31,793
45	2018 Tax Allocation Refunding Bonds - Fiscal Agent Fees	Fees	06/19/2018	09/15/2025	Wells Fargo	Fiscal agent fees for 2018 TARB		17,500	N	\$3,500	-	-	-	3,500	-	\$3,500	-	-	-	-	-	\$-
46	2018 Tax Allocation Refunding Bonds - Continuing Disclosure Fee	Fees	09/12/2018	03/31/2027	RSG, Inc	Annual Continuing disclosure report for 2018 TARB		30,000	N	\$5,000	-	-	-	5,000	-	\$5,000	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
48	2021 Bond Expenditure Agreement	Bond Reimbursement Agreements	01/07/2021	06/30/2021	City of Coalinga	Transfer bond proceeds to City to use in accordance with bond covenants.	Coalinga	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Coalinga
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.	347,864		21,653	194,009	17,801	C: \$347,864 in bond proceeds to be used in Bond Expenditure Agreement approved on ROPS 21-22; E: \$17,801 in 16-17 PPA to be spent in 19-20 + \$17,536 in 17-18 PPA reserved for 20-21 + \$4,117 in 18-19 PPA reserved for 21-22; F: Other Funds reserved for ROPS 19-20 Item 1 (\$14,863) and Item 47 (\$3,000) + Other Funds reserved for ROPS 20-21 Item 1 (\$113,796) + Other funds consisting of interest, reserved for ROPS 21-22 Item #44 (\$62,350); G: \$17,801 in 16-17 PPA to be spent in 19-20;
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				48,961	1,436,732	
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)				22,225	1,432,665	F: \$14,863 + \$3,000 held for ROPS 19-20 + \$3,545 in overspent amount on Item 46 + \$817 in overspent amount on Item 18

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	347,864		21,653	176,146		C: \$347,864 held for Bond Expenditure Agreement in 21-22; E: \$17,536 in 17-18 PPA held for 20-21 + \$4,117 in 18-19 PPA held for 21-22; F: Other Funds reserved for ROPS 20-21 Item 1 (\$113,796) + Other funds consisting of interest, reserved for ROPS 21-22 Item #44 (\$62,350);
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			21,868	19-20 PPA
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$44,599	\$-	

Coalinga
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
1	
5	
9	
18	
44	
45	
46	
48	

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

Subject: Approve Comprehensive Fee Schedule for the Consumer Price Index (CPI)
Update effective January 1, 2022

Meeting Date: January 6, 2022

From: Marissa Trejo, City Manager

Prepared by: Jasmin Bains, Financial Services Director

I. RECOMMENDATION:

Financial Services Director recommends the approval of the Comprehensive Fee Schedule for the annual consumer price index (CPI) update effective January 1, 2022 as approved by Resolution No. 3789 on January 4, 2018 for development and other miscellaneous services.

II. BACKGROUND:

A fee is a charge imposed on an individual or business for a service that the individual or business chooses to receive. A fee may not exceed the estimated reasonable cost of providing the particular service or facility for which the fee is charged, plus overhead. Examples of fees included building permits, copy charges, and fire plan check fees.

Proposition 13, 218, 4, and 26 have placed both substantive and procedural limits on cities' ability to impose fees and charges. Collectively these constitutional amendments provide safeguards against taxes being imposed with a vote of the people. Proposition 26 contains a more general articulation of the cost of service principle and includes a requirement that the local government bear the burden of proof that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to recover the reasonable costs of the government activity, and that the manner in which those costs are allocated to a customer bear a fair or reasonable relationship to the customer's burden on, or benefits received from, the governmental activity. Willdan was retained in 2017 to perform this service cost study. The intent of the study was to determine the following in regard to those services:

1. What does it cost the City to provide these services?
2. What fee changes are necessary to achieve the City's policies on cost recovery?

The primary purpose of this review is to identify the costs of providing service to requesting individuals or organizations so as to fairly and equitably set fees for those specific services. The goal is to neither make a profit on any service, nor unintentionally subsidize any fee-oriented area. A service qualifies for the "fee" designation when the activity benefits a specific individual or group, as opposed to the public at large.

It is generally accepted that recovery of costs should be in direct proportion to the individual/specific gain for services received. For example, private development activity that benefits specific individuals generally is expected to pay fees that reflect 100% cost recovery. There are circumstances and programs which typically justify a subsidy such as youth, senior, and library services. The cost of these services is subsidized while the user receives benefits for which he or she does not fully pay.

Willdan developed a cost model based on "full cost," which includes direct and indirect costs, including support costs from other departments. Direct costs include salaries and benefits attributed to each service. Indirect costs are not readily identifiable with a direct operating program but rather, are incurred for a joint purpose that benefits more than one cost objective. Indirect costs include accounting, legal services, human resources and building maintenance.

III. DISCUSSION:

Resolution No. 3789 passed on January 4, 2018 provided authorization to the City to adjust the fees based on the San Francisco area annual consumer price index (CPI) annually every January 1st. Since the annual CPI factor for the prior year is not available until the middle of January, staff is requesting to use the annualized CPI factor between the months of October to October to become effective every January 1st. The CPI factor used for the 2022 Fee update is 3.8% increase over October 2020 to October 2021.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

Revenues generated from the proposed fees are unable to be determine at this time due to the unknown variable of the volume of these services to be provided in the current fiscal year and upcoming years.

ATTACHMENTS:

File Name	Description
 Coalinga_UF_Model_vCPI_Change_v3_01-01-2022.pdf	Coalinga Master Fee Schedule 01-01-2022

Admin

Fee Group	Fee Description	Unit	Notes	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	Unrounded CPI adjustment 1.1%	Unrounded CPI adjustment 3.8%	CPI Increased Fee 2022 3.8%
Admin	Copy Fee			\$0.25	\$0.26	\$0.27	\$0.27	\$0.28	\$0.28
Admin	FPCC Copy Fee			\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Admin	Research Fee			Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Admin	Public Records Search	per page	When allowable per CPRA	\$0.25 plus staff time including City Attorney	\$0.26 plus staff time including City Attorney	\$0.27 plus staff time including City Attorney	\$0.27 plus staff time including City Attorney	\$0.28 plus staff time including City Attorney	\$0.27 plus staff time including City Attorney

Airport

Fee Group	Fee Description	Unit	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	CPI Increased Fee 2021 1.1%	CPI Increased Fee 2022 3.8%
	Tiedown Fee	per day	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Tiedown Fee	per month	\$30.00	\$31.00	\$32.00	\$32.00	\$34.00
	Vehicle Parking	per day	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
	Vehicle Parking	per month	\$30.00	\$31.00	\$32.00	\$32.00	\$34.00
	Hanger Lease	per month	\$115.00	\$119.00	\$123.00	\$124.00	\$129.00
	Film Fee - Minimum cost for use of the Airport Facility	per day	\$1,500.00	\$1,559.00	\$1,606.00	\$1,624.00	\$1,686.00
	Film Fee - Nominal water, power & sewer	per day	\$50.00	\$52.00	\$54.00	\$55.00	\$57.00
	Film Fee - Staff time	per hour	\$38.15	\$40.00	\$41.00	\$41.00	\$43.00

Notes:
Any other requested type of events not listed are based on fair market value for the event type and suggestion/input from the Federal Aviation Administration (FAA)

Building

Fee Group	Fee Description	Unit	Notes	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	Unrounded CPI adjustment 1.1%	Unrounded CPI adjustment 3.8%	CPI Increased Fee 2022 3.8%
Building Permit Issuance Fees	Plan Check Fee		of Building Permit Fee	NA	NA	NA	NA	NA	NA
Building Permit Issuance Fees	Re-Roof with Sheathing (up to 2,300 square feet)			\$106.00	\$110.00	\$113.00	\$114.25	\$118.61	\$119.00
Building Permit Issuance Fees	Re-Roof with Sheathing (over 2,300 square feet)			\$126.00	\$131.00	\$135.00	\$136.49	\$141.70	\$142.00
Building Permit Issuance Fees	Swimming Pool (Residential)			\$139.00	\$144.00	\$148.00	\$149.63	\$155.35	\$155.00
Building Permit Issuance Fees	Swimming Pool (Commercial)			\$165.00	\$171.00	\$176.00	\$177.94	\$184.74	\$185.00
Building Permit Issuance Fees	Re-Inspection Fee			\$66.00	\$69.00	\$71.00	\$71.78	\$74.53	\$75.00
Building Permit Issuance Fees	Solar Plan Check (Residential)	per hour		\$66.00	\$69.00	\$71.00	\$71.78	\$74.53	\$75.00
Building Permit Issuance Fees	Solar Permit Issuance (Residential)			\$99.00	\$103.00	\$106.00	\$107.17	\$111.26	\$111.00
Building Permit Issuance Fees	Solar Permit Issuance (Commercial Roof Mount)			\$165.00	\$171.00	\$176.00	\$177.94	\$184.74	\$185.00
Building Permit Issuance Fees	Demolition Permit			\$77.00	\$80.00	\$82.00	\$82.90	\$86.07	\$86.00
Building Permit Issuance Fees	Administrative Fee (New Construction Only)			\$287.00	\$298.00	\$307.00	\$310.39	\$322.25	\$322.00
Building Permits	Commercial Solar Plan Review (Roof Mount)			\$126.00	\$131.00	\$135.00	\$136.49	\$141.70	\$142.00
Building Permits	Stucco			\$87.00	\$90.00	\$93.00	\$94.03	\$97.62	\$98.00
Building Permits	Gas Pressure Test (Reinspection Fee)			\$27.00	\$28.00	\$29.00	\$29.32	\$30.44	\$30.00
Strong Motion Instrumentation Fee (Earthquake Tax)- Applied to all permits	Residential Permits		Min fee \$.50	Multiply valuation by .0001	Multiply valuation by .0001	Multiply valuation by .0001	Multiply valuation by .0001	Multiply valuation by .0001	Multiply valuation by .0001
Strong Motion Instrumentation Fee (Earthquake Tax)- Applied to all permits	Commercial Permits		Min fee \$.50	Multiply valuation by .00021	Multiply valuation by .00021	Multiply valuation by .00021	Multiply valuation by .00021	Multiply valuation by .00021	Multiply valuation by .00021
Building Standards Administration Special Revolving Fund	Valuation Between 1 and 25,000			\$1.00	\$1.00	\$1.00	\$1.01	\$1.05	\$1.00
Building Standards Administration Special Revolving Fund	Valuation Between 25,000 and 50,000			\$2.00	\$2.00	\$2.00	\$2.02	\$2.10	\$2.00
Building Standards Administration Special Revolving Fund	Valuation Between 50,000 and 75,000			\$3.00	\$3.00	\$3.00	\$3.03	\$3.15	\$3.00
Building Standards Administration Special Revolving Fund	Valuation Between 75,000 and 100,000			\$4.00	\$4.00	\$4.00	\$4.04	\$4.20	\$4.00
Building Standards Administration Special Revolving Fund	Every 25,000 or fraction there of above 100,000			\$1.00	\$1.00	\$1.00	\$1.01	\$1.05	\$1.00
Electrical Permits	PERMIT ISSUANCE			\$32.80	\$34.10	\$35.10	\$35.49	\$36.84	\$36.80
Electrical Permits	SINGLE FAMILY RESIDENTIAL	per sq ft		\$0.07	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Electrical Permits	MULTI-FAMILY RESIDENTIAL	per sq ft		\$0.06	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Electrical Permits	RESIDENTIAL SWIMMING POOL			\$39.50	\$41.00	\$42.20	\$42.67	\$44.30	\$44.30
Electrical Permits	COMMERCIAL SWIMMING POOL			\$79.10	\$82.20	\$84.70	\$85.63	\$88.91	\$88.90
Electrical Permits	SERVICE PANEL <=200A			\$19.70	\$20.50	\$21.10	\$21.33	\$22.15	\$22.10
Electrical Permits	SERVICE PANEL >200A<=1000A			\$39.50	\$41.00	\$42.20	\$42.67	\$44.30	\$44.30
Electrical Permits	SERVICE PANEL >1000A			\$59.30	\$61.60	\$63.50	\$64.20	\$66.65	\$66.70
Electrical Permits	SERVICE PANEL (SOLAR)			\$30.00	\$31.20	\$32.10	\$32.45	\$33.69	\$33.70
Electrical Permits	OUTLETS/FIXTURES/SWITCH (FIRST 20)	per unit		\$1.95	\$2.00	\$2.10	\$2.12	\$2.20	\$2.20
Electrical Permits	OUTLETS/FIXTURES/SWITCH (20+)	per unit		\$0.95	\$1.00	\$1.00	\$1.01	\$1.05	\$1.00
Electrical Permits	SIGNS/MARQUEE (w/ Lights)			\$26.30	\$27.30	\$28.10	\$28.41	\$29.50	\$29.50
Electrical Permits	EACH ADD SIGN/MARQUEE			\$15.80	\$16.40	\$16.90	\$17.09	\$17.74	\$17.70
Electrical Permits	POWER APPARATUS <= 1HP			\$2.60	\$2.70	\$2.80	\$2.83	\$2.94	\$2.90
Electrical Permits	POWER APPARATUS > 1HP <= 10HP			\$7.90	\$8.20	\$8.40	\$8.49	\$8.82	\$8.80
Electrical Permits	POWER APPARATUS > 10HP <= 50HP			\$14.50	\$15.10	\$15.60	\$15.77	\$16.37	\$16.40
Electrical Permits	POWER APPARATUS > 50HP			\$29.00	\$30.10	\$31.00	\$31.34	\$32.54	\$32.50
Electrical Permits	ELECTRICAL PANEL			\$43.50	\$45.20	\$46.60	\$47.11	\$48.91	\$48.90
Electrical Permits	MISCELLANEOUS APPARATUS			\$29.00	\$30.10	\$31.00	\$31.34	\$32.54	\$32.50

Building

Fee Group	Fee Description	Unit	Notes	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	Unrounded CPI adjustment 1.1%	Unrounded CPI adjustment 3.8%	CPI Increased Fee 2022 3.8%
Electrical Permits	TEMP POWER SERVICE POLE			\$43.50	\$45.20	\$46.60	\$47.11	\$48.91	\$48.90
Electrical Permits	TEMP POWER SERVICE DIST SYSTEM			\$7.90	\$8.20	\$8.40	\$8.49	\$8.82	\$8.80
Mechanical Permits	Permit Issuance			\$39.40	\$40.90	\$42.10	\$42.56	\$44.19	\$44.20
Mechanical Permits	FURNACE: <= 100,000 BTUH			\$13.10	\$13.60	\$14.00	\$14.15	\$14.70	\$14.70
Mechanical Permits	FURNACE: => 100, 000 BTUH			\$19.70	\$20.50	\$21.10	\$21.33	\$22.15	\$22.10
Mechanical Permits	DUO PAC A/C			\$43.50	\$45.20	\$46.60	\$47.11	\$48.91	\$48.90
Mechanical Permits	EVAPORATIVE COOLER			\$26.30	\$27.30	\$28.10	\$28.41	\$29.50	\$29.50
Mechanical Permits	VENTILATION FAN			\$6.50	\$6.80	\$7.00	\$7.08	\$7.35	\$7.30
Mechanical Permits	COMMERCIAL HOOD			\$65.90	\$68.50	\$70.60	\$71.38	\$74.11	\$74.10
Mechanical Permits	AIR HANDLER < 10,000 CFM			\$6.50	\$6.80	\$7.00	\$7.08	\$7.35	\$7.30
Mechanical Permits	AIR HANDLER >= 10,000 CFM			\$11.80	\$12.30	\$12.70	\$12.84	\$13.33	\$13.30
Mechanical Permits	<= 3HP, COMPRESSOR/BOILER			\$13.10	\$13.60	\$14.00	\$14.15	\$14.70	\$14.70
Mechanical Permits	=>3HP <=15HP, COMP BROILER			\$19.70	\$20.50	\$21.10	\$21.33	\$22.15	\$22.10
Mechanical Permits	15HP <= 30HP, COMP/BOILER			\$26.30	\$27.30	\$28.10	\$28.41	\$29.50	\$29.50
Mechanical Permits	30HP <= 50HP, COMP/BOILER			\$32.90	\$34.20	\$35.20	\$35.59	\$36.95	\$36.90
Mechanical Permits	< 50HP, COMPRESSOR/BOILER			\$52.70	\$54.80	\$56.50	\$57.12	\$59.31	\$59.30
Mechanical Permits	APPLIANCE VENT			\$5.25	\$5.50	\$5.70	\$5.76	\$5.98	\$6.00
Mechanical Permits	Ducting			\$26.30	\$27.30	\$28.10	\$28.41	\$29.50	\$29.50
Mechanical Permits	Air Purification Ventilation			\$19.70	\$20.50	\$21.10	\$21.33	\$22.15	\$22.10
Plumbing Permits	Permit Issuance			\$39.40	\$40.90	\$42.10	\$42.56	\$44.19	\$44.20
Plumbing Permits	FIXTURE/TRAP	per unit		\$5.20	\$5.40	\$5.60	\$5.66	\$5.88	\$5.90
Plumbing Permits	REP / ALTER FIXTURE OR TRAP	per unit		\$3.90	\$4.10	\$4.20	\$4.25	\$4.41	\$4.40
Plumbing Permits	SEWAGE DISPOSAL SYSTEM			\$29.00	\$30.10	\$31.00	\$31.34	\$32.54	\$32.50
Plumbing Permits	WATER HEATER (RESIDENTIAL)			\$7.90	\$8.20	\$8.40	\$8.49	\$8.82	\$8.80
Plumbing Permits	WATER HEATER (COMMERCIAL)			\$26.30	\$27.30	\$28.10	\$28.41	\$29.50	\$29.50
Plumbing Permits	GAS PIPING			\$19.70	\$20.50	\$21.10	\$21.33	\$22.15	\$22.10
Plumbing Permits	WATER PIPING			\$13.10	\$13.60	\$14.00	\$14.15	\$14.70	\$14.70
Plumbing Permits	LAWN SPRINKLER SYSTEM			\$39.50	\$41.00	\$42.20	\$42.67	\$44.30	\$44.30
Plumbing Permits	LAWN SPRINKLER BACKFLOW DEVICE			\$13.10	\$13.60	\$14.00	\$14.15	\$14.70	\$14.70
Plumbing Permits	PUBLIC POOL			\$118.00	\$122.60	\$126.30	\$127.69	\$132.57	\$132.60
Plumbing Permits	PUBLIC SPA			\$118.00	\$122.60	\$126.30	\$127.69	\$132.57	\$132.60
Plumbing Permits	PRIVATE SWIMMING POOL			\$52.00	\$54.00	\$55.60	\$56.21	\$58.36	\$58.40
Plumbing Permits	PRIVATE SPA			\$52.00	\$54.00	\$55.60	\$56.21	\$58.36	\$58.40
Plumbing Permits	MISC APPLIANCE			\$13.10	\$13.60	\$14.00	\$14.15	\$14.70	\$14.70
Plumbing Permits	PRESSURE TEST			\$27.60	\$28.70	\$29.60	\$29.93	\$31.07	\$31.10
	Contract Environmental Markup		of Contract Price	24%	24%	24%	24%	24%	24%

Building

Building Permit Fees (Schedule A2)- CPI Increase 2021

Valuation	Fee					
\$1 - \$800	\$58.65					
\$800 - \$3,000	\$58.65 for first	\$800	plus	\$5.19 for each additional	\$100 or fraction thereof, to and including	\$3,000
\$3,001 - 38,000	\$172.82 for first	\$3,000	plus	\$22.99 for each additional	\$1,000 or fraction thereof, to and including	\$38,000
\$38,001 - 75,000	\$977.63 for first	\$38,000	plus	\$17.00 for each additional	\$1,000 or fraction thereof, to and including	\$75,000
\$75,001 - \$150,000	\$1,606.50 for first	\$75,000	plus	\$11.65 for each additional	\$1,000 or fraction thereof, to and including	\$150,000
\$150,001 - \$750,000	\$2,479.94 for first	\$150,000	plus	\$9.32 for each additional	\$1,000 or fraction thereof, to and including	\$750,000
\$750,001 - \$1,500,000	\$8,069.95 for first	\$750,000	plus	\$7.90 for each additional	\$1,000 or fraction thereof, to and including	\$1,500,000
\$1,500,000 and up	\$13,996.85 for first	\$1,500,000	plus	\$6.81 for each additional	\$1,000 or fraction thereof	

Building Permit Fees (Schedule A2)- CPI Increase 2022

Valuation	Fee					
\$1 - \$800	\$60.89					
\$800 - \$3,000	\$60.89 for first	\$800	plus	\$5.39 for each additional	\$100 or fraction thereof, to and including	\$3,000
\$3,001 - 38,000	\$179.42 for first	\$3,000	plus	\$23.87 for each additional	\$1,000 or fraction thereof, to and including	\$38,000
\$38,001 - 75,000	\$1,014.98 for first	\$38,000	plus	\$17.65 for each additional	\$1,000 or fraction thereof, to and including	\$75,000
\$75,001 - \$150,000	\$1,667.89 for first	\$75,000	plus	\$12.09 for each additional	\$1,000 or fraction thereof, to and including	\$150,000
\$150,001 - \$750,000	\$2,574.70 for first	\$150,000	plus	\$9.67 for each additional	\$1,000 or fraction thereof, to and including	\$750,000
\$750,001 - \$1,500,000	\$8,378.29 for first	\$750,000	plus	\$8.20 for each additional	\$1,000 or fraction thereof, to and including	\$1,500,000
\$1,500,000 and up	\$14,531.65 for first	\$1,500,000	plus	\$7.01 for each additional	\$1,000 or fraction thereof	

Finance

Fee Group	Fee Description	Unit	Notes	Original Fee	No CPI applied to fees
	Annual Business Tax Certificate			\$25.00	\$25.00
	Transfer for Business Tax Certificate			\$25.00	\$25.00
	Duplicate Business Tax Certificate			\$25.00	\$25.00
	Non-Payment of Annual Business Tax Certificate		of the Tax Delinquent + 1.5% Interest	\$0.25	\$0.25
License Fees per quarter (based on monthly sales)	Less than \$1,000.00			\$7.50	\$7.50
License Fees per quarter (based on monthly sales)	\$1,000.00 to \$1,999.99			\$12.50	\$12.50
License Fees per quarter (based on monthly sales)	\$2,000.00 to \$2,999.99			\$15.00	\$15.00
License Fees per quarter (based on monthly sales)	\$3,000.00 to \$4,999.99			\$20.00	\$20.00
License Fees per quarter (based on monthly sales)	\$5,000.00 and over		plus \$.50 per month for each increase of \$1,000.00	\$20.00	\$20.00
Specific Business Rates	Theatres, Minstrels, Opera, or Concert (Less than one month)	per day		\$10.00	\$10.00
Specific Business Rates	Theatres, Minstrels, Opera, or Concert (one month)	per month		\$20.00	\$20.00
Specific Business Rates	Theatres, Minstrels, Opera, or Concert (quarter year)	per quarter		\$20.00	\$20.00
Specific Business Rates	Circus, Caravan, Menagerie or side show	per day		\$150.00	\$150.00
Specific Business Rates	Parading	per day		\$75.00	\$75.00
Specific Business Rates	Carnivals		plus \$25.00 per day per ferris wheel	\$150.00	\$150.00
Specific Business Rates	Fortune Telling, Palmistry	per day		\$25.00	\$25.00
Specific Business Rates	Boxing and Sporting Matches	per match		\$10.00	\$10.00
Specific Business Rates	Shooting Gallery	per quarter	per table, alley, or lane	\$5.00	\$5.00
Specific Business Rates	Billiards, Pool Tables, Bowling			\$5.00	\$5.00
Specific Business Rates	Dances	per dance		\$10.00	\$10.00
Specific Business Rates	Hotels (not more than 15 bedrooms)	per quarter		\$15.00	\$15.00
Specific Business Rates	Hotels (16-25 bedrooms)	per quarter		\$20.00	\$20.00
Specific Business Rates	Hotels (more than 25 bedrooms)	per quarter		\$2.50	\$2.50
Specific Business Rates	Rooming House (no more than 5 furnished rooms)	per quarter		\$5.00	\$5.00
Specific Business Rates	Rooming House (6-25 furnished rooms)	per quarter		\$10.00	\$10.00
Specific Business Rates	Rooming House (More than 25 furnished rooms)	per quarter		\$10.00	\$10.00
Specific Business Rates	Brokerage Business	per quarter		\$5.00	\$5.00
Specific Business Rates	Rent and Debt Collector	per quarter		\$10.00	\$10.00
Specific Business Rates	Attorneys at law	per quarter		\$10.00	\$10.00
Specific Business Rates	Physician or Surgeon	per quarter		\$10.00	\$10.00
Specific Business Rates	Dentists	per quarter		\$10.00	\$10.00
Specific Business Rates	Undertakers	per quarter		\$10.00	\$10.00
Specific Business Rates	Service Station			based upon gross sales	based upon gross sales
Specific Business Rates	Sale of Motor Vehicles	per quarter		\$100.00	\$100.00
Specific Business Rates	Auctions	per day		\$25.00	\$25.00
Specific Business Rates	Auctioneer for hire	per day		\$3.00	\$3.00
Specific Business Rates	Garages			based upon gross sales	based upon gross sales
Specific Business Rates	Printers	per quarter		\$10.00	\$10.00
Specific Business Rates	Handbill Distributers	per quarter		\$10.00	\$10.00
Specific Business Rates	Peddlers	per day		\$60.00	\$60.00
Specific Business Rates	Horned Toad Derby Temporary Business License	per day		\$25.00	\$25.00

Finance

Fee Group	Fee Description	Unit	Notes	Original Fee	No CPI applied to fees
Specific Business Rates	Vending of Musical Instruments	per quarter		\$25.00	\$25.00
Specific Business Rates	Pawn Shops	per quarter		\$25.00	\$25.00
Specific Business Rates	Freight Business	per quarter	per vehicle	\$5.00	\$5.00
Specific Business Rates	Barber and Beauty Shops	per quarter	per chair	\$5.00	\$5.00
Specific Business Rates	House Movers	per house		\$20.00	\$20.00
Specific Business Rates	Hospitals (for profit)	per quarter		\$7.50	\$7.50
Specific Business Rates	Hospitals (not-for-profit)		exempt		\$0.00
Specific Business Rates	Shore Repair	per quarter		\$2.50	\$2.50
Specific Business Rates	Tailoring	per quarter		\$2.50	\$2.50
Specific Business Rates	Soliciting of Pictures	per year		\$100.00	\$100.00
Specific Business Rates	Public Utility Company	per quarter		\$5.00	\$5.00
Specific Business Rates	Contractors	per year		\$50.00	\$50.00
Specific Business Rates	Gaming Establishments (gaming tables)	per quarter	per table	\$25.00	\$25.00
Specific Business Rates	Gaming Establishments (slot machines)	per quarter	per machine	\$25.00	\$25.00
Delinquent Account Fees (utilities)	Late Fee		Minimum Fee \$2.50	5% per month	5% per month
Delinquent Account Fees (utilities)	Shut-Off Notice Process Fee			\$10.00	\$10.00
Delinquent Account Fees (utilities)	Reconnection Fee During Business Hours		request before 2pm	\$60.00	\$60.00
Delinquent Account Fees (utilities)	Reconnection Fee After Business Hours		request after 2pm	\$150.00	\$150.00
Delinquent Account Fees (utilities)	Meter Tampering Fee			\$300.00	\$300.00
Delinquent Account Fees (utilities)	Unauthorized Connection Fee			\$300.00	\$300.00
Delinquent Account Fees (utilities)	Return check Fee			\$25.00	\$25.00
Delinquent Account Fees (utilities)	Missed Appointment Fee After Second Time			\$20.00	\$20.00
	Credit Card pass thru			\$2.95	\$2.95

Fire

Fee Group	Fee Description	Unit	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	CPI Increased Fee 2021 1.1%	CPI Increased Fee 2022 3.8%
Fire Plan Check Fees	Fire Hood / Duct Plan Check and Inspection Fee		\$299.00	\$311.00	\$320.00	\$324.00	\$336.00
Fire Plan Check Fees	Fire Alarm Plan Check and Inspection (+ Device)		\$358.00	\$372.00	\$383.00	\$387.00	\$402.00
Fire Plan Check Fees	Per Device		\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Fire Plan Check Fees	Fire Sprinkler Plan Check and Inspection - NFPA 13D Systems		\$358.00	\$372.00	\$383.00	\$387.00	\$402.00
Fire Plan Check Fees	Fire Sprinkler Plan Check and Inspection - NFPA 13D Subdivision (per model)		\$239.00	\$248.00	\$256.00	\$259.00	\$269.00
Fire Plan Check Fees	Fire Sprinkler Plan Check and Inspection - NFPA 13D Subdivision (per permit)		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Plan Check Fees	Fire Sprinkler Plan Check and Inspection NFPA 13 or 13R Systems (Base Fee + Number Heads + Floor/Riser)		\$437.00	\$454.00	\$468.00	\$473.00	\$491.00
Fire Plan Check Fees	Heads 1-99		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Plan Check Fees	Heads 100-199		\$239.00	\$248.00	\$256.00	\$259.00	\$269.00
Fire Plan Check Fees	Heads 200 or more (Each additional head over 199 + 199 Head Fee)		\$0.50	\$0.52	\$0.54	\$0.54	\$0.56
Fire Plan Check Fees	Each Floor / Riser over 1 (Apartments Exempt)		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Plan Check Fees	Stationary Fire Pump		\$478.00	\$497.00	\$512.00	\$518.00	\$537.00
Fire Plan Check Fees	Site Plan Review		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Plan Check Fees	Fire Main, 3 or less Hydrants		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Fire Plan Check Fees	Fire Main, 4 or more Hydrants (Base Fee + per hydrant		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Fire Plan Check Fees	Per Hydrant over 3		\$59.00	\$62.00	\$64.00	\$65.00	\$67.00
Fire Plan Check Fees	Deferred Submittal Request		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Plan Check Fees	Spray Booth / Paint Room (Not including Fire Prot) System)		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Plan Check Fees	Re-Submittal Fee (Each, after First resubmittal or After plan approval)		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Tenant Improvements (TI)	Tenant Improvements Sprinkler Plan Check - Install or Relocate 7 Heads or more		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Tenant Improvements (TI)	Tenant Improvements Sprinkler Plan Check - Install or Relocate Less than 7 Heads		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Tenant Improvements (TI)	Onsite Sprinkler or Hydrant Mains Flush and Pressure Check (Underground System)		\$89.00	\$93.00	\$96.00	\$97.00	\$101.00
Tenant Improvements (TI)	Overhead System Pressure Test		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Tenant Improvements (TI)	5 Year Certification Sprinkler Test		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Tenant Improvements (TI)	US - Antifreeze System		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Tenant Improvements (TI)	US - Foam Systems		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Tenant Improvements (TI)	US - Fire Pump		\$358.00	\$373.00	\$384.00	\$388.00	\$403.00
Tenant Improvements (TI)	US - Medical Gas		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Tenant Improvements (TI)	Fire Standpipe System		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Code Enforcement Inspections	Commercial Annual Fire Inspection		NA	NA	NA	NA	\$109.00
Fire Code Enforcement Inspections	Non Compliant Citation - Fire Code, Building Code, or Municipal Code (First Citation)		\$100.00	\$104.00	\$107.00	\$108.00	\$112.00
Fire Code Enforcement Inspections	Non Compliant Citation - Fire Code, Building Code, or Municipal Code (Second Citation)		\$500.00	\$520.00	\$536.00	\$542.00	\$563.00
Fire Code Enforcement Inspections	Non Compliant Citation - Fire Code, Building Code, or Municipal Code (Third Citation)		\$1,000.00	\$1,039.00	\$1,070.00	\$1,082.00	\$1,123.00
Fire Code Enforcement Inspections	False Alarm Response (First)		no charge	no charge	no charge	no charge	no charge
Fire Code Enforcement Inspections	False Alarm Response (Second)		no charge	no charge	no charge	no charge	no charge
Fire Code Enforcement Inspections	False Alarm Response (Third)		\$100.00	\$104.00	\$107.00	\$108.00	\$112.00
Fire Code Enforcement Inspections	False Alarm Response (Fourth)		\$200.00	\$208.00	\$214.00	\$216.00	\$225.00
Fire Code Enforcement Inspections	False Alarm Response (Fifth)		\$400.00	\$416.00	\$429.00	\$434.00	\$450.00

Fire

Fee Group	Fee Description	Unit	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	CPI Increased Fee 2021 1.1%	CPI Increased Fee 2022 3.8%
Fire Code Enforcement Inspections	State Mandated 850 Inspection for Licensing and Certification (per hour - 3/4 Hour minimum)		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Code Enforcement Inspections	Fire Report		\$15.00	\$16.00	\$16.00	\$16.00	\$17.00
Fire Code Enforcement Inspections	Hydrant Testing, Inspect and Flow		\$105.00	\$110.00	\$113.00	\$114.00	\$119.00
Fire Code Enforcement Inspections	Special Hazard Use Permit		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Code Enforcement Inspections	Tank Installation/Removal Permit		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Fire Code Enforcement Inspections	Tank Plan Review		\$239.00	\$249.00	\$257.00	\$260.00	\$270.00
Fire Code Enforcement Inspections	Tents, Canopies, or Temporary Membrane Structures		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Code Enforcement Inspections	Burn Permit		no charge	no charge	no charge	no charge	no charge
Fire Code Enforcement Inspections	Permitted Control Burn Escape Response		A/C	A/C	A/C	A/C	A/C
Fire Code Enforcement Inspections	Illegal Burn Charges		A/C	A/C	A/C	A/C	A/C
Fire Code Enforcement Inspections	Right-of-way Clean Up		A/C	A/C	A/C	A/C	A/C
Fire Code Enforcement Inspections	Fireworks Stand Permit and Inspection		\$132.00	\$137.00	\$141.00	\$143.00	\$148.00
Fire Code Enforcement Inspections	Public Fireworks Display Permit		\$132.00	\$137.00	\$141.00	\$143.00	\$148.00
Fire Code Enforcement Inspections	Public Fireworks Display Engine Company Standby		A/C	A/C	A/C	A/C	A/C
Fire Code Enforcement Inspections	Carnivals/Fairs Permit and Inspection		\$358.00	\$373.00	\$384.00	\$388.00	\$403.00
Fire Code Enforcement Inspections	Special Event		\$29.00	\$30.00	\$31.00	\$31.00	\$50.00
Fire Code Enforcement Inspections	Bonfire Permit and Inspection		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Fire Code Enforcement Inspections	Haunted Houses		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Court Appearance or Deposition	Fee for Civil Case Appearance (Actual Cost)		A/C	A/C	A/C	A/C	A/C
Legal Processing Fee	Fee for Civil Case Subpoena of Records, whether records found or not (per Hour, 15 Minute Increments)		\$38.00	\$40.00	\$41.00	\$41.00	\$43.00
Legal Processing Fee	Copy per page (.10)		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10
Legal Processing Fee	Postage (Actual Cost)		A/C	A/C	A/C	A/C	A/C
Other Plan Check / Inspection	Per Hour		\$119.00	\$124.00	\$128.00	\$129.00	\$134.00
Inspection Fee	Overtime Inspection / Review - After normal business hours (2 hour minimum)		\$179.00	\$186.00	\$192.00	\$194.00	\$202.00
Fire Code Enforcement	Citation - First Violation of Fire Code, Building Code, or Municipal Code		\$100.00	\$104.00	\$107.00	\$108.00	\$112.00
Fire Code Enforcement	Citation - Second Violation of Fire Code, Building Code, or Municipal Code		\$500.00	\$520.00	\$536.00	\$542.00	\$563.00
Fire Code Enforcement	Citation - Third Violation of Fire Code, Building Code, or Municipal Code		\$1,000.00	\$1,039.00	\$1,070.00	\$1,082.00	\$1,123.00
File Search	Providing Research, Etc (30 Minute Minimum)		\$38.00	\$40.00	\$41.00	\$41.00	\$43.00
File Search	Copy per page (.10)		\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

Cannabis

Fee Description	Unit	Notes	Original Fee	CPI Increased Fee
			2021	2022 3.8%
Pre-Application	per application		\$525.00	\$545.00
Regulatory Permit Application	per application		\$2,744.00	\$2,849.00
Annual Commercial Cannabis Regulatory Permit (All Types)	per permit	Annual fee charged per permit	\$8,576.00	\$8,904.00
Annual Commercial Cannabis Regulatory Permit - Cultivation	per permit	additional fee per 20,000 canopy sq. ft. increment (indoor/outdoor)	\$329.00	\$342.00
Annual Regulatory Permit Renewal	per application		\$406.00	\$422.00
Employee Permit - Background and Livescan	per employee		\$606.00	\$629.00
Employee Permit Renewal	per employee		\$43.00	\$45.00
Employee Badge Replacement	per employee		\$29.00	\$30.00
Employee Transfer	per employee		\$29.00	\$30.00
Ink Fingerprint Rolling	per owner		\$44.00	\$46.00
Livescan Rolling	per owner		\$55.00	\$57.00
Livescan Processing Renewal	per owner		\$29.00	\$30.00

Planning

Fee Group	Fee Description	Unit	Notes	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	CPI Increased Fee 2021 1.1%	CPI Increased Fee 2022 3.8%
	Determination of Unspecified Uses		Deposit, plus A/C	\$615.00	\$639.00	\$658.00	\$665.00	\$691.00
	Zone Text Amendments		Deposit, plus A/C	\$1,258.00	\$1,307.00	\$1,347.00	\$1,362.00	\$1,414.00
	Re-Zoning		Deposit, plus A/C	\$1,969.00	\$2,047.00	\$2,109.00	\$2,132.00	\$2,214.00
	Conditional Use Permit		Deposit, plus A/C	\$1,767.00	\$1,836.00	\$1,892.00	\$1,913.00	\$1,986.00
	Home Occupation Permits		Deposit, plus A/C	\$110.00	\$115.00	\$118.00	\$119.00	\$124.00
	Variance		Deposit, plus A/C	\$516.00	\$537.00	\$553.00	\$559.00	\$580.00
	Modification/Revocation of Conditional Use Permit/Variance		Deposit, plus A/C	\$1,220.00	\$1,268.00	\$1,306.00	\$1,320.00	\$1,371.00
	Minor Deviations to Ordinance/Standards		Deposit, plus A/C	\$279.00	\$290.00	\$299.00	\$302.00	\$314.00
	Site Plan Review		Deposit, plus A/C	\$1,227.00	\$1,276.00	\$1,315.00	\$1,330.00	\$1,380.00
	Tentative Subdivision Map		Deposit, plus A/C	\$1,465.00	\$1,522.00	\$1,568.00	\$1,585.00	\$1,646.00
	Revised Tentative Subdivision Map		Deposit, plus A/C	\$1,039.00	\$1,080.00	\$1,113.00	\$1,125.00	\$1,168.00
	Final Map		Deposit, plus A/C	\$696.00	\$724.00	\$746.00	\$754.00	\$783.00
	Revised Final Map		Deposit, plus A/C	\$390.00	\$405.00	\$417.00	\$422.00	\$438.00
	Tentative Parcel Map		Deposit, plus A/C	\$1,032.00	\$1,073.00	\$1,105.00	\$1,117.00	\$1,160.00
	Revision to Acreage Map		Deposit, plus A/C	\$318.00	\$331.00	\$341.00	\$345.00	\$358.00
	Parcel Map Waiver		Deposit, plus A/C	\$486.00	\$505.00	\$520.00	\$526.00	\$546.00
	Lot Line Adjustment		Deposit, plus A/C	\$390.00	\$406.00	\$418.00	\$423.00	\$439.00
	Certificate of Compliance		Deposit, plus A/C	\$177.00	\$185.00	\$191.00	\$193.00	\$200.00
	General Plan Amendments		Deposit, plus A/C	\$1,930.00	\$2,005.00	\$2,066.00	\$2,089.00	\$2,169.00
	Annexation		Deposit, plus A/C	\$2,522.00	\$2,621.00	\$2,700.00	\$2,730.00	\$2,834.00
	Appeal Decision of Planning Director		Deposit, plus A/C	\$259.00	\$269.00	\$277.00	\$280.00	\$291.00
	Temporary Use Permit		Deposit, plus A/C	\$197.00	\$205.00	\$211.00	\$213.00	\$221.00
	Sign Permit			\$78.00	\$82.00	\$84.00	\$85.00	\$88.00
	General Plan Colored Map			\$21.00	\$23.00	\$24.00	\$24.00	\$25.00
	Contract Environmental Documentation & Master Plans		of Contract Amount	24%	24%	24%	24%	24%
	Zoning Map			\$13.00	\$14.00	\$14.00	\$14.00	\$15.00
	Environmental Documents - Public Review			\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	City standards and Specifications			\$13.00	\$14.00	\$14.00	\$14.00	\$15.00
	Misc. Copies	per page		\$0.25	\$0.26	\$0.27	\$0.27	\$0.28
	Non-Conforming Use Letter			\$132.00	\$138.00	\$142.00	\$144.00	\$0.10
Improvement Engineering, Plan Checking and Construction Inspection Fees.	First \$70,000 of estimated improvement fees	% of Impr. Cost		6%	6%	6%	6%	6%
Improvement Engineering, Plan Checking and Construction Inspection Fees.	Next \$430,000 of estimated improvement cost	% of Impr. Cost		4%	4%	4%	4%	4%
Improvement Engineering, Plan Checking and Construction Inspection Fees.	Next \$500,000 of estimated improvement cost	% of Impr. Cost		2%	2%	2%	2%	2%
Improvement Engineering, Plan Checking and Construction Inspection Fees.	Over \$1,000,000 of estimated improvement cost	% of Impr. Cost		1%	1%	1%	1%	1%
	Zoning Certification	per hour	Reimbursed at hourly rate	\$68.00	\$71.00	\$73.00	\$74.00	\$77.00
	Environmental Review (Notice of Exemption)			\$136.00	\$142.00	\$146.00	\$148.00	\$153.00
	Environmental Review (ND/MND/EIR)			\$646.00	\$672.00	\$692.00	\$700.00	\$726.00
	Environmental Review (ND/MND/EIR) Contract Administrative Fee		of Contract Amount	15%	15%	15%	15%	15%
	Master Sign Permit			\$248.00	\$258.00	\$266.00	\$269.00	\$279.00
	Second Residential Unit			\$130.00	\$135.00	\$139.00	\$141.00	\$146.00
	Landscape Plan Check		15% of Contract Cost	\$100.00	\$104.00	\$107.00	\$108.00	\$112.00
	Development Agreements		Plus Actual Cost	\$493.00	\$513.00	\$529.00	\$535.00	\$555.00

Planning

Fee Group	Fee Description	Unit	Notes	Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	CPI Increased Fee 2021 1.1%	CPI Increased Fee 2022 3.8%
	Revised Parcel Map		Plus Actual Cost	\$562.00	\$585.00	\$603.00	\$610.00	\$633.00
	Residential Plot Plan Review			\$41.00	\$43.00	\$44.00	\$44.00	\$46.00
	Administrative Site Plan Review		Plus Actual Cost	\$493.00	\$513.00	\$529.00	\$535.00	\$555.00
	General Plan Conformity Finding			\$248.00	\$258.00	\$266.00	\$269.00	\$279.00
	Density Bonus			\$137.00	\$143.00	\$147.00	\$149.00	\$154.00
	Tentative Subdivision Map (Condominium)		Plus Actual Cost	\$1,223.00	\$1,272.00	\$1,311.00	\$1,325.00	\$1,376.00

Notes:
Deposits determined by department based on scope of work

Police

Fee Group	Fee Description	CPI Increased Fee				
		Original Fee	2019 3.9%	2020 3.0%	2021 1.1%	2022 3.8%
	Vehicle Release	\$44.00	\$46.00	\$47.00	\$48.00	\$49.00
	Clearance Letter	\$48.00	\$50.00	\$52.00	\$53.00	\$55.00
	Repo Administrative Fee	\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	Fingerprints	\$15.00	\$16.00	\$16.00	\$16.00	\$17.00
	Copy of Citation	\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	DUI Recovery	\$102.00	\$106.00	\$109.00	\$110.00	\$114.00
	Copy of Report	\$48.00	\$50.00	\$52.00	\$53.00	\$55.00
	Bicycle License Renewal	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
	Bicycle License 3 Years	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
	Copy of Report	\$48.00	\$50.00	\$52.00	\$53.00	\$55.00
	Copy of Photos	\$53.00	\$55.00	\$57.00	\$58.00	\$60.00
	DOJ Livescan Fee	\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	DOJ & FBI Livescan Fee	\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	Other Livescan Fees	\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	Livescan Rolling Fee	\$26.00	\$27.00	\$28.00	\$28.00	\$29.00
	CCW Permit	\$85.00	\$88.00	\$91.00	\$92.00	\$96.00
	CCW Renewal & Additions	\$85.00	\$88.00	\$91.00	\$92.00	\$96.00
Code Enforcement	Abatement Administrative Fee	\$144.00	\$150.00	\$155.00	\$157.00	\$163.00
Animals	Redemption Fee: Spayed/Neutered/Microchipped	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Animals	Redemption Fee: Sprayed/Neutered	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Animals	Redemption Fee: Unfixed	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Animals	Redemption Fee: Un-License Animal	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Animals	Pick-up Fee	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
Animals	Cat Trap Rental (with signed Rental Agreement for each rental)	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Animals	Animal License Fee: Spayed/Neutered/Microchipped	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Animals	Animal License Fee: Sprayed/Neutered	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Animals	Animal License Fee: Unfixed	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Animals	Dog License Fee (un-spayed or un-neutered)	\$12.50	\$12.50	\$12.50	\$12.50	\$12.50
Animals	Dog License Fee (spayed or neutered)	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25
Animals	Boarding Fees per day (Dog)	\$5.00	\$5.00	\$5.00	\$5.00	\$6.25
Animals	Boarding Fees per day (Cat)	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Animals	Adoption Fee (Dog)	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Animals	Adoption Fee (Cat)	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Animals	Replace Tags	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
Animals	Euthanasia Fee	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Animals	Second Time Redemption Fee: Spayed/Neutered/Microchipped	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Animals	Second Time Redemption Fee: Sprayed/Neutered	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Animals	Second Time Redemption Fee: Unfixed	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Animals	Third Time Redemption Fee: Spayed/Neutered/Microchipped	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Animals	Third Time Redemption Fee: Sprayed/Neutered	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Animals	Third Time Redemption Fee: Unfixed	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00

Public Works

Fee Group	Fee Description	Unit	Notes
Public Works	Downtown Banner Installation Fee	per banner	Bucket truck and two workers needed for installation
Public Works	Special Request Waiver Form - Residential Event	per form	Usually only 2 locations to block off or up to 10 barricades
	Special Request Waiver Form - Organization/Group Sponsor Event	per form	4 locations to block off or up to 30 barricades
Building Permit Issuance Fees	Encroachment Permit		

Original Fee	CPI Increased Fee 2019 3.9%	CPI Increased Fee 2020 3.0%	CPI Increased Fee 2021 1.1%	CPI Increased Fee 2022 3.8%
\$115.00	\$119.00	\$124.00	\$125.00	\$130.00
\$115.00	\$119.00	\$124.00	\$125.00	\$130.00
\$230.00	\$239.00	\$248.00	\$251.00	\$260.00
\$66.00	\$69.00	\$72.00	\$73.00	\$76.00

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

Subject: Waive Second 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: January 6, 2022

From: Marissa Trejo, City Manager

Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

City Manager and Senior Administrative Analyst recommend the City Council waive second reading of 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:

This is the second reading of this ordinance. First reading was waived on December 2, 2021. 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
<input type="checkbox"/> ORD#849_SB_1383_Organic_Waste_Disposal_Reduction_Second_Reading_1072022.docx	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.

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- (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:

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- (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:

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- (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 January 6, 2022 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 up to Two (2) Police Recruit Sponsorships
Meeting Date: Thursday, January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Commander Sean Young

I. RECOMMENDATION:

It is the recommendation of the Chief of Police and City Manager that the City allow the Police Department to sponsor City employees who wish to be in Law Enforcement through the police academy.

II. BACKGROUND:

The Police Department has been actively recruiting in an attempt to fill all Police Officer vacancies, but it has been difficult due to the amount of local agencies we are competing with for candidates.

The Council previously approved sponsoring two (2) City employees through the Police Academy. Those two employees are expected to complete the academy in a few weeks.

III. DISCUSSION:

The Council previously approved a Police Recruit Program as follows:

Basic Program Overview:

1. Open only to City of Coalinga employees who have been employed by the City for at least 1 year and have satisfactorily completed a probationary period;
2. Employees must have annual performance evaluations with an overall rating of Competent or higher;
3. Employee must have no formal discipline within the last two years of employment with the City of Coalinga;
4. Employee will remain a full-time City employee for benefit purposes;
5. Employee's hourly rate will be adjusted to \$14.00 (or whatever minimum wage is at the time);
6. Employee will be permitted to use a City vehicle to commute to and from academy (travel time is unpaid);
7. Employee must apply and successfully complete an oral board interview, chief's interview, polygraph, background check, psych evaluation and drug screen in order to be selected.
8. Employee would be responsible for the purchase of their academy uniforms, to include uniform pants and shirts, physical training uniforms and boots.

At this time, Staff is seeking Council approval to sponsor two additional candidates through the academy.

IV. ALTERNATIVES:

Do not approve

V. FISCAL IMPACT:

The Police Recruit hourly rate would be set at minimum wage and, after successful completion of the police academy, the police recruit would be promoted to a full time police officer and moved to the entry officer pay scale.

The cost for the police academy will vary slightly depending on the Academy the recruit goes to. The police department would send the Police recruit to the Fresno City College Police Academy or the Tulare-Kings Counties Basic Police Academy, located at the College of the Sequoias Extension in Hanford.

The Police Department would supply a vehicle for the Police Recruit to travel to and from the academy all required equipment needed to attend the police academy, ie. gun belt and accessories, academic materials and firearm and ammunition, and the academic fees would be supplied by the police department.

Fuel costs are estimated to be between \$2,400 and \$3,400 based off current fuel prices of about \$4.29 per gallon and a vehicle averaging about 20MPG. This price will also vary depending on the cost of fuel and gas mileage of the vehicle.

Majority of the needed equipment is already owned by the Police Department so equipment costs would be minimal.

ATTACHMENTS:

File Name	Description
 Police_Officer_Recruit_5292019_061021.doc	Police Recruit Job Description

City of Coalinga

155 W. Durian

Coalinga, CA 93210

Police Officer Recruit

Pay Class: Minimum Wage

FLSA Non-Exempt

DEFINITION

This is a non-sworn, training level classification in the Police Department. Recruits do not have police officer powers or authority. Incumbents will assume non-sworn duties within the department and attend a P.O.S.T. Certified Academy, which is approximately 6 months in length. The academy is intense and requires a high degree of discipline.

Upon graduation and award of the Academy Basic Certificate, the incumbent may be appointed to fully sworn Police Officer. At this time, incumbents will begin a new 12 month probationary period.

EXAMPLES OF ESSENTIAL DUTIES

NOTE: *Examples listed in this class specification represents but is not necessarily exhaustive or descriptive of duties assigned to this position. Each individual in this classification may not necessarily perform all the duties listed. Management reserves the right to assign other related tasks if such duties are a logical assignment for this position.*

Must have the ability to:

- *Understand, interpret, and apply State and local laws and regulations, department policies and procedures, and other technical literature pertaining to law enforcement.*
- *React quickly and calmly in emergency or hazardous situations and adopt an effective course of action.*
- *Observe and remember facts and details of incidents.*
- *Follow oral and written instructions.*
- *Learn to operate firearms safely and skillfully.*
- *Obtain information through interview, interrogation, and observation.*
- *Write clear and accurate reports.*
- *Establish and maintain effective working relationships with those contacted in the course of work.*
- *Communicate verbally in a clear, effective manner and provide excellent customer service.*

- *Deal tactfully and effectively with a wide range of different individuals and groups from the community.*
- *Work rotating shifts for days and evenings.*

MINIMUM QUALIFICATIONS

NOTE: *The specifications listed below outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

Education: *U.S. high school graduate; passed the GED test; passed the California High School Proficiency Exam; or attained a two (2) year or four (4) year degree from an accredited college or university; must have completed or able to attend an accredited basic Peace Officer Standards and Training (POST) Academy.*

Experience: *No former law enforcement experience required.*

Licenses: *Valid State of California Drivers License, Class C; must be insurable under the City's insurance policy without the City incurring any additional premiums or costs.*

Other: *Must be at least twenty-one (21) years of age, a U.S. citizen or permanent resident alien who is eligible for and has applied for citizenship; pass a polygraph; pass a thorough background investigation with no disqualifying criminal history; a physical examination with drug test; and a psychological evaluation.*

NOTE: *It is the employee's responsibility to renew all applicable license(s). The City will reimburse the employee for any required training expenses.*

KNOWLEDGE, SKILLS AND ABILITIES

NOTE: *The following are a representative sample of the KSA's necessary to perform essential tasks of the position.*

Knowledge of: *Familiarity with police methods and objectives; interest and enthusiasm for police work.*

Skill and Ability to: *Deal courteously with the public and work cooperatively with others; be alert and use good judgment; obtain a standard first aid/Cardiopulmonary Resuscitation (CPR) certificate; learn standard broadcasting procedures of the police radio system; learn laws of arrest pertinent to local and state laws; learn the use and care of firearms.*

ATTITUDE

Characterized by initiative, commitment to teamwork and quality performance, and a customer-service orientation; must interact in a positive manner with City employees and the public; willingness to follow a prescribed routine and to work as assigned.

PHYSICAL AND PSYCHOLOGICAL REQUIREMENTS

NOTE: *The physical and psychological demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of this classification. Reasonable accommodations may be made to enable an individual with qualified disabilities to perform the essential functions of this job, on a case-by-case basis.*

Tasks require a variety of physical activities periodically involving muscular strain related to walking, standing, stooping, sitting and reaching. Essential functions require talking, hearing and seeing. Mental application utilizes memory for details, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in course of performing portions of job functions. Elements of the job pose various degrees of hazard uncertainty common to law enforcement.

Incumbents in this classification are required to work rotating shifts and assignments and may be assigned to work overtime with little or no notice. Due to the varied and unpredictable nature of police work, incumbents may also be required to perform the following:

Measure distances using calibrated instruments such as when investigating traffic accidents or processing crime scenes; make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; direct traffic which requires continuous and repetitive arm-hand movements; use sufficient strength to enable incumbent to sprint, jump, or physically overcome resistance when chasing or apprehending suspects; coordinate the movement of more than one limb simultaneously such as when using a hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of a patrol car or gathering evidence at crime scenes; patrol officers wear a 15 pound utility/gun belt which requires the continuous support from stomach and lower back muscles; a patrol officer typically spends 7-8 hours per day driving a vehicle which requires the continuous support of lower back muscles; climbing ladders and searching rooftops requires lifting arms above shoulder level and working at heights greater than ten feet; searching for suspects or lost persons may require walking over rough, uneven, slippery or rocky surfaces including fields, parks, hillsides and creeks; an officer is required to listen for alarms, screams, breaking glass or other suspicious and unusual noises that may require investigation; move heavy objects such as equipment (50 pounds and more), and lift and carry injured or intoxicated persons short and long distances; work outdoors in a variety of weather conditions with exposure to the elements; tolerate very hot and very cold temperatures; sit for extended periods of time and may or may not be able to change positions such as when sitting in a patrol vehicle, or performing surveillance; foot beat and search activities require walking for extended periods of time, unable to stop, sit or rest at will; crowd and traffic control duties require standing for extended periods of time, unable to sit or rest at will.

Approved by: _____
Marissa Trejo, City Manager Date

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

Subject: Authorize Amendment of the FY22 Budget to Include (2) Additional Groundskeeper Positions for a Total of Four (4)
Meeting Date: January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Council Authorization to amend the FY22 budget to include (2) additional groundskeeper positions at a cost of \$28,800.00 effective January 6, 2022 through the remainder of the fiscal year and direct staff to advertise for a total of (4) groundskeeper positions in Public Works.

II. BACKGROUND:

During FY22 budget discussions earlier in the year, staff requested to add (4) new groundskeepers' positions to the public works department. After discussions the City Council authorized (2) grounds keepers' positions but prior to hiring those 2 positions, the Council wanted to see what the cost would possibly be to contract services. In addition, the council said they would consider adding (2) additional groundskeepers depending on the status of the budget for a total of (4) groundskeepers - 2 crews.

Over the last few months staff has reached out to several landscaping companies to solicit costs for providing a variety of services that would typically be performed by a city groundskeeping crew (mowing, fertilizing, trash removal, raking, blowing down surfaces, irrigation control, shrub pruning, ect).

III. DISCUSSION:

Staff solicited an RFP for landscape services (attached) and reached out to every local landscaping company in Coalinga that held a valid business license as well as the following landscaping companies and some responded with proposals and other stated that they cannot perform that amount of work at the frequency expected by the City:

- Westscapes (responded with price quote)
- Rising Green (responded with price quote)
- Michael K. Brown Landscape and Maintenance (did not respond)
- Brightview (did not respond)
- Anderson Landscaping (could not provide service)
- Contacted a couple local landscapers in town with business licensees and non were able to perform the amount of work needed or had the proper state licensing to perform the work required.

Westscapes and Rising Green were the only landscaping companies that provided a comprehensive proposal for services however, the cost exceeded that of the cost of (4) full time groundskeepers not including the additional hourly costs for irrigation repair/replacement or special projects. Westscapes proposed \$25,946.00

per month which adds up to \$311,352.00 per year which is slightly higher than (4) full time groundskeepers and Rising Green proposed 36,000 per month which adds up to \$432,000 per year.

As previously stated, staff is asking for consideration for (2) additional landscapers, for a total of (4) – 2 crews. Traditionally, this is what the size of the landscaping division has always been in years past prior to the changes. While drought and state mandates to remove lawn from medians has alleviated some of the mowing/edging workload, those landscapes now require weed abatement, trimming of plant material, and general debris clearing in lieu of mowing/edging. Furthermore, additional plots such as the newly created area on Sunset St., emphasis on quality work performed by trained staff, increased proactive tree trimming, and other such tasks is going to create a strain on a team of two landscapers. Periodically maintenance workers will likely have to help perform the work periodically. This will detract from Public Work’s goals on asset maintenance.

Staff is recommending that the City Council authorize (2) additional groundskeepers for a total of (4) groundskeepers. There are far more benefits to hiring groundskeepers rather than contracting out, especially when the costs seem to be pretty similar. The benefits of in-house staff far outweighs contracted services as we would not incur additional hourly costs for repairs and replacements of irrigation, special projects can be scheduled at no additional hourly costs and we would also have more flexibility in the scope of work that the groundskeepers perform if we add additional plots, medians, parks, etc.

IV. ALTERNATIVES:

- Do not authorize the (2) additional groundskeepers – staff does not recommend.

V. FISCAL IMPACT:

Currently the City Council has authorized (2) groundskeeper positions for FY22. The City has spent approximately \$26,800 on (2) part time temporary employees to cover the grounds keeping duties while staff investigated contract services since the maintenance workers were removed from the grounds and maintenance budget for FY22 which typically pays a percentage of maintenance worker salaries since they historically have performed grounds keeping duties. With the (2) groundskeepers positions added in the FY22 budget those maintenance worker percentages were removed.

Each groundskeeper fully burdened is \$75,822.11, for a total budget of \$151,644.22 for FY22. Staff is requesting a budget amendment to include (2) additional groundskeepers at an additional cost of \$28,800.00 which represents the difference in cost of (4) total groundskeepers for the remainder of the fiscal year (\$26,800) plus the cost of uniform service (\$2,000.00). This expense would have to be expended from the general fund.

Currently the General fund has a healthy cash balance and available funds to support this request. Revenues for FY22 are trending to exceed that of the budget leaving additional anticipated surplus in the budget.

ATTACHMENTS:

File Name	Description
❏ RisingGreen.pdf	Rising Green Proposal
❏ WestScapes.pdf	Westscapes Proposal
❏ RFP_Landscape_Services(final).pdf	RFP For Landscaping Services



CA Cont Lic #1038488
CA Pesticide Lic #147421

6713 Hanford Armona rd Hanford ca 93230
5594103783. 5594103256

Rising Green Inc is pleased to submit this proposal for The city of Coalinga

The objective

The objective is to make sure your property is watered correctly. hedges are kept trimmed ,and weeds eliminated.. We are one of the few companies who still does clean work. We will make sure the property looks as good as when it first got landscaped . We care for our customers and their properties. We are a big enough company to take on any job. But small enough to care. We will make sure to report or repair any problems. We truly are the eyes and ears of your property. When We are on premises we will treat it as our own property, Guaranteed! We have all the latest commercial equipment to ensure beautiful work on your property, and of course we are bonded and insured .

Description of work

1. we will service common areas that are high lighted in map. Lawns will be mowed, at appropriate height ,edged and blown off ..
2. Trees will be skirted up to 7/8 feet
3. Hedges will be trimmed as needed to provide a neat and healthy appearance
4. We will inspect all common area timers to make sure they are set correctly
- 5 . Weeds will be eliminated manually and chemically from all common area flowerbeds on a monthly basis
6. Leafs and debris will be blown off common area beds and sidewalks
- 7 Any sprinkler broken by contractor will be replaced at no charge to client
- 8 Debris will be removed off flower beds and concrete
- 9 Sidewalks, and flower beds will be blown off
- 10 Trash Debris will be removed from medians, parks and city common areas weekly

Billed as extra

1. Checking and maintenance of sprinkler systems , Sprinkler parts, valves, pipes and timers for jobs outside scope of work or that fail due to being old, broken by pedestrians or manufacturer defects
- 2.. Construction clean up
- 3.Additional plants , rye grass seed ,aeration and grass seeds (Bermuda. Tall fescue etc)
4. Pruning of trees above 8 feet
5. Removal of Cobb webs or hosing down cement
6. Removal of big broken branches that fall because of nature or other events beyond our control
- 7.Bark,sand,dirt, planting . Other items that may occur which are beyond contractors control
- 8.Annual color (40 per flat of flowers)
- 9.Tree service
- 10.. Pre emergents and weed killer for turf , and insecticides, defoliants, systemics or other chemicals for tree and plant health .

Price



Monthly price

\$36,000



Conclusion

We look forward to working with you and improve the landscape appearance.

If you have any questions feel free to contact Alex Rodriguez at 559-410-3256

Thank you for your consideration.

WESTSCAPES

P.O. Box 1150
Hanford, CA 93232

Licensed & Insured
Incorporated

COMMERCIAL LANDSCAPE MAINTENANCE CONTRACT

Project:

City of Coalinga
Public Works Department
155 West Durian Ave.
Coalinga, CA 93210

Date: 8/19/2021
QAL License: QL103975
Pest. Bus. License: 22853-00000
Ca. Cont. Lic.: #901810
Irr. Auditor Lic: 87030

SUMMARY OF SERVICES

*SHRUBS & TREES:

- ☒ small tree pruning (to 10 feet- 2" branch diameter). Timed with scheduled pruning services
- ☒ all shrub pruning- per shedule
- ☒ ground cover control as well as winter prune back
- ☒ leaf removal (Fall leaf drop from trees)
- ☒ fertilizing programs using a variety of fertilizers depending on seasonal requirements

*LAWN MAINTENANCE:

- ☒ mowing ☒ edging (shrub bed & concrete edges)- weekly
- ☒ fertilizing programs using a variety of fertilizers depending on seasonal requirements
- ☐ lawn PRE EMERGENT once per year- labor included, material billed to client
- ☐ winter over seeding- labor included, seed billed to client
- ☐ spot treatment of minor broadleaf weeds in turf
- Lic. #QL37898 (chemical & labor charges may apply for prior or large infestations)

*GENERAL:

- ☒ trash removal (addition charges may apply for large amounts)
- ☒ general raking by section or focal point areas for neat finished appearance- Downtown areas
- ☒ general blow down of hard surfaces (walks, ramps, porches and recreational areas)
- ☐ parking lot and drives clean up (blow down)- scheduled basis
- ☒ **irrigation control
- ☐ annual color- annuals, soil amendment billed to client-(Flat rate price per flat)

OTHER: Please Frequency Schedule for a list of service visits (attached)

*See "Landscape Maintenance Specifications" (sections 1-7) for a description of included items.

**See "Landscape Maintenance Specifications" (section 5) and Irrigation Maintenance Specifications for details.

"PARTNERS IN YOUR GROWING INVESTMENT"

Ca. Contractors Lic. #803910

LANDSCAPE MAINTENANCE SPECIFICATIONS

1: HARDSCAPING

- ☒ 1.1: General- all walkways, ramps, porches, and recreation areas are to be cleaned weekly following general services using air blowers.
- ☐ 1.2: Drives- (If included), are to be cleaned using air blowers on an as needed basis.
- ☐ 1.3: Parking lots- (if included) are to be cleaned using air type blowers on a scheduled basis. Westscapes will blow any dust off any vehicles effected by the cleaning process, but does not assume any liability for any cleaning of the vehicles.

2: LAWN MAINTENANCE

- ☒ 2.1: Mowing heights, type of mower to be used, mowing frequency, and mowing pattern are all subject to the discretion of Westscapes. Determining factors are turf type, seasonal requirements and site conditions.
- ☒ 2.2: Edging methods for turf may include string trimmers, steel bladed edgers, and chemical control.
- ☐ 2.3: Turf fertilizing is included in contract and is accomplished by using a variety of fertilizers depending on seasonal requirements. Westscapes does follow the general rule of 1 pound of usable nitrogen per growing month.
- ☐ 2.4: Turf pre-emergent is **not** included in contract. Turf pre-emergent may be applied in late winter if there are problems involving warm season weeds germinating in the turf.
- ☐ 2.5: Winter seeding of warm season turf is accomplished by scalping the turf and seeding with PERENNIAL RYE GRASS- not Annual Rye seed.
- ☐ 2.6: Spot treatment of minor broadleaf weeds in turf with herbicides is covered in contract, however widespread treatment for major weed encroachment or lawn disease is subject to a separate bid and contract.

3: TREES, SHRUBS, VINES, & GROUND COVERS

- ☒ 3.1: Tree pruning to be covered in contract will include:
- ☐ 3.2: All shrub pruning will be done by section on a scheduled basis using modern techniques for proper plant health.
- ☒ 3.3: The maintenance for vines and ground covers varies from plant to plant. Therefore, maintenance is determined by plant type, location, and season.
- ☒ 3.4: Fertilizing for trees and shrubs that are not covered by the turf fertilizer application shall be fertilized at a frequency to match plant type and conditions.
- ☐ 3.5: Pest control includes only minor specimen control and is limited to:

A: Aphid control on roses and Crape Myrtles using systemic. Any other applications to shrubs or trees using pesticides, herbicides or fungicide will be subject to a separate bid.

4: PLANTER BEDS, VACANT LOTS AND SLOPES

- ☒ 4.1: Maintenance of exposed planter bed areas (areas not covered by shrubs or ground cover) includes many different aspects of ground maintenance:
- ☐ 4.2: Vacant lots (If included) may be sprayed or mowed on a scheduled basis.
- ☐ 4.3: Any slopes that exist on a property that are exposed ground need to be estimated for irrigation and either turf or ground cover installation. Erosion over time is a major problem in all areas.

5: IRRIGATION- (☒ INCLUDE) (☐ EXCLUDE)

- ☐ 5.1: Westscapes personnel are the only personnel allowed operating irrigation timers.
- ☒ 5.2: The entire irrigation system will be tested on a scheduled basis during the warm season by Westscapes.
- ☐ 5.3: Sprinklers are constantly being damaged; it is for this reason that we appreciate information on possible damaged areas from the owner or managing agent.
- ☒ 5.4: If this is a new contract, a complete irrigation inspection must be completed before irrigation labor can be included into contract as stated in attached Irrigation Maintenance Specifications sheet.
- ☐ 5.5: For regular irrigation maintenance and repairs, refer to attached Irrigation Maintenance Specifications sheet.

6: ANNUAL COLOR OPTION

- ☐ 6.1: Annual color is available twice per year (spring and fall seasons). More applications may take place at clients request if needed and will be subject to a separate contract.
- ☐ 6.2: If needed, organic material may be tilled into annual color planting areas.
- ☐ 6.3: Irrigation systems may have to be modified to insure proper annual color performance.

7: WARRANTIES/ADDITIONAL WORK

- ☐ 7.1: Any plant material installed by Westscapes includes a standard 90 day warranty (separate sheet).
- ☐ 7.2: Annual color warranty is a separate attached sheet- Annual Color Warranty.
- ☐ 7.3: Irrigation repairs are covered by a 1 year warranty (separate sheet)
- ☐ 7.4: Any additional work to be performed that is not expressly included in the Summary Bid Sheet and expressly outlined in the Landscape Maintenance Specifications is subject to a separate bid and contract. Westscapes may provide minor services and repairs under an implied agreement with clients in good standing.
- ☐ 7.5: There are no other warranties either expressed or implied except those specifically set forth above and/or expressed on attached warranty sheets.

X- Marks an item included in contract.

IRRIGATION MAINTENANCE SPECIFICATIONS

Part of Section 5.0 (Irrigation) if included in contract.

- 1) Westscapes handles the control of all irrigation timers associated with your landscape, as well as periodic adjustment of irrigation sprinkler heads.
- 2) Westscapes will repair sprinklers from the nozzle to sprinkler body at the below fixed rate per sprinkler. Any repairs to the flexible riser assembly or repairs to pvc piping either below or above ground is at time and materials or quoted per job. This does not cover extensive**vandalism. This does not cover drip irrigation systems and any work done on drip irrigation system will be billed at time and materials
- 3) Damage to irrigation components by Westscapes or others due to improper installation or from being installed in a fashion that is not consistent with current codes and specification set forth by either city/county commissions or the "Standard for Landscape Construction"-current green book addition will be repaired/modified and client may be billed for labor and material.
- 4) Flat rate time for replacement per pop up fixed spray head: .25 MAN HOUR

Flat rate time for replacement per pop up adjustable rotor: .5 MAN HOUR
- 5) Any repairs to irrigation components below sprinkler body, starting with the riser or swing joint assembly, drip systems, irrigation timers, valves, valve wire, backflow devices, and underground piping will be billed to client on a time and materials basis.
- 6) Current labor rate per man hour for irrigation technician: \$56.00 P/HOUR

**The term Vandalism constitutes any damage instituted by another party other than Westscapes that exceeds the normal amount of damage that is to be expected on a commercial project.

ANNUAL COLOR WARRANTY

- NO MORE MID SEASON COLOR DISAPPOINTMENTS
- NO MORE BARE COLOR AREAS
- KEEPS YOUR ANNUAL COLOR AREAS FRESH.
- ASSURES YOU THE ATTRACTIVE ANNUAL COLOR YOU PAY FOR AND EXPECT.

Annual color areas are areas intended to be attractive, to make your property stand out, and invite people onto your property. All too often individual color plants die off during the course of the season. This leaves these areas less attractive than intended and less attractive than what you expect them to be. Westscapes will now guaranty the annual color until two months prior to next season's installation date.

Why until two months prior to next installation date?

Because the season for which the intended color was installed for is now ending, and replacement color is no longer available for that season. Also, that season's color is about ready for removal so ground prep can be started for the next season. Remember, ground should be prepped for annual color then be allowed to set for about two weeks before next planting.

WARRANTY LIMITS:

7.2: ANNUAL COLOR WARRANTY: Annual color will be warranted against planting shock, disease and damage caused by cleaning until 2 months before next installation date. Any dead/missing plants will be replaced free of charge on a monthly basis. Warranty does not include damage caused by Acts of God, theft, people and pets, pesticide applications by a third party, water shortages do to power outages, clients failure to authorize a crucial irrigation repair, construction, or animals outside of Westscapes control. Westscapes will have sole discretion on replacing plants. If an area is believed to have been vandalized/theft, a manager will have notified immediately.

CONDITIONS:

- Annual color must be purchased and installed by Westscapes.
- Westscapes must handle all irrigation control to color areas.
- Westscapes personnel are the only personnel to remove dead color and clean through color.
- Account must be in good standing without any stoppages in service.
- Does not include special order request by client that were against advisement for conditions of planting area.
- Replaced plants might not be of the same variety as originals.
- Plants that were hand watered by tenants will not be covered

STANDARD WARRANTY

-Does not cover annual color

GUARANTEE OR WORKMANSHIP:

Work performed under this contract shall be completed in a workman like manner. Approval by building inspectors shall be deemed to constitute a determination that work was completed in a workman like manner and shall be binding on the undersigned. There are no warranties either expressed or implied except those specifically set forth in this contract, and there are absolutely no guarantees: *(1) related to the continued life or growth of plant material beyond the period necessary for initial planting shock, but not to exceed 90 days unless otherwise specifically stated; (2) against cracking, settling, raising, or discoloration, nor is mastic guaranteed from pulling away as a result of raising or settling; (3) sprinkler systems or repairs too are guaranteed for 1 year on material and workmanship, however vandalism and normal wear and tear and normal cleaning is not included.

A: **Owner is responsible for any damage to plants caused by either over or under watering, over fertilization, pest or diseases. Contractor shall not be responsible for any damage done by inclement weather.

B: Guarantees and warranties are effective only if the owner has complied with all terms and conditions, payments and other provisions of this contract.

WARRANTY LIMITS:

Because all landscape projects must be watered on a strict schedule to establish the newly planted lawns, trees, shrubs, and ground cover, our guarantee is limited when a manual irrigation system is installed. All landscape material will be installed in a proper healthy manner but is not guaranteed beyond completion of the job. This also applies to automatic systems that have no power, power interruptions to the controller, or have been adjusted by other personnel other than Westscapes.

*The 90 day warranty period shall be extended to 1 year if (1) Westscapes has a landscape maintenance contract with the property in which the landscaping is being done; (2) and all recommendations for materials, amendments, and procedures have been followed. Not to cover Acts of God, vandalism or owner neglect.

**Does not apply if Westscapes is under a landscape maintenance contract with the property and is in control of all watering, fertilizing and all recommendations for pesticide treatments are followed. Void if personnel other than Westscapes adjust irrigation times or applies any fertilizer or pesticides. Does not cover Acts of God, vandalism or owner neglect.

COMPENSATION

Project for:

City of Coalinga
Public Works Department
155 West Durian Ave.
Coalinga, CA 93210

Responsible Party:

City of Coalinga
Public Works Department
155 West Durian Ave.
Coalinga, CA 93210

Individual project name(s) & Location(s)	Monthly Cost	Projected Start Date
City Landscaping per Frequency Schedule	\$25,946.00	open

Price based on included or excluded items of the "Landscape Maintenance Specification" sheet.
TOTAL MONTHLY MAINTENANCE COST: W/O Extras \$25,946.00

TERMS AND CONDITIONS AGREEMENT

- A. Westscapes does assume all cost of material and labor to complete the project as outlined in Landscape Maintenance Specifications and/or separate bid sheets.
- B. Westscapes is not liable for damages caused by personnel other than Westscapes employees or Westscapes subcontractor.
- C. All contracts must be signed by either the projects owner, corporate member, or a regional supervisor. Contracts may not be signed by individual complex or store managers.
- D. The signed contract must be returned to Westscapes before the commencement of any work.
- E. Written notice of termination by either party must be made 30 days prior to termination of the contract. ~~Any early termination of contract that is an annual contract or has a specified term will result in liquidated loss damages in the amount of 30% of the total balance left on the contract. All contracts that are continued after the original term contract expiration will continue as month to month contracts requiring a 30 days notice of termination only.~~
- F. All written terminations must be from the same office as the undersigned on the contract. Any terminations from the individual complex or store managers will be considered invalid.
- G. Properties will be billed monthly for maintenance, weekly for additional work, followed by a monthly statement.
- H. All invoices are due net 30 days from date of statement.
- I. A 1 1/2% per month (min \$1.00) service charge may be levied on past due amounts.
- J. Any account surpassing 60 days past due may have service temporarily suspended until payment is made for the past due amount.
- K. Length of contract extends for one year from date of contract signing. Maintenance contract will continue automatically as a month to month contract after one year if no notice of termination has been sent by either party at least 30 days before anniversary of contract. Upon contract anniversary dates, Westscapes may increase the monthly contracted price for service no more than 3% of the total contract value. In the event that a change in service cost is needed, A "Notice of Price Change" will be submitted for approval at least 30 days before the contract anniversary date. Additional visits to the property may be added at the regular per visit cost. Any additional work required on project(s) will be subject to a separate bid and presented as a separate contract.
- L. In the event that the parties hereto become involved in any litigation arising out of this contract, or the performance or breach thereof, the court in such litigation, or in a separate suit, shall award reasonable cost, expenses and attorney fees to the prevailing party. The court shall not be bound by any court fee schedule and may, in the interest of justice, award the full amount of cost, expenses and attorney fees incurred in good faith.
- M. M: "Notice To Owner" - see attached notice (if req.)
- N. **Surcharges-** Surcharges may be applied against any maintenance agreement or contract. The amount of any one surcharge or a combination of surcharges may not exceed 2% for a term contract in good standing. If the amount of surcharge is 2% or less on any contract, this surcharge may be levied without notice to customer. Surcharges are strictly used only when the price of a commodity that varies greatly with demand increases causing a hardship in completing a contract for an agreed amount, when a government agency imposes any regulation or increased wages that may cause a hardship in completing a contract for an agreed amount.

Erin J. Bell- President
Westscapes Inc.

Date _____

Signed _____
Owner/Agent for Owner

"PARTNERS IN YOUR GROWING INVESTMENT"

Ca. Contractors Lic. #803910

City of Coalinga Frequency Schedule

Location	Weekly	Bi-Weekly (q2wks)	Monthly	Qrtly
Plaza,	X			
City Hall,	X			
P.D.,	X			
Court House, Elm St.- Blow off walkways, up trash, Empty trash cans where needed and Fill the fountain.	X			
Polk St wall scape at Monterey intersection	X			
Monterey wall scape, Medians, and Basin lawn area	X			
Washington St. Medians, N. Princeton Median weeds rake remove debri			X	
Check Cherry lane medians remove weeds/ Spray rake remove debri			X	
Fountain Area	X			
Van Ness Ave. & N. Second St.	X			
E. Elm & Baker St. (R&N plot)	X			
Fifth & Sunset (Christmas Tree plot) includes medians to clock tower	X			
N. Sixth & Sunset (Veterans Plot)	X			
Fifth & E. Polk St. (Lynch Park)	X			
E. Hawthorne Ave & Hayes				
Roosevelt Median at Patricia Ln.			X	
Wastewater entrance				
Forest Ave. Stallion Springs & Fox Hollow Wall scape	X			
Pacific & Elm St. (Fox Hollow wall)		X		
Gale Ave & Hwy 33 (Welcome to Coalinga Sign)		X		
Phelps Ave & Hwy 33 (Walking beam & Mountain View Sign)		X		
Centennial Park	X			
Phelps Ave Wall Scape				
Posa Chanet Blvd Wall scape & medians				
San Madele Ave Wall Scape				
La Cuesta Ave going East along sidewalk towards hospital				X
Drainage outlets located in Creek South of Phelps Ave (2)				X
Sandalwood Park	X			
Sandalwood Medians			X	
Copper canyon	X			
Sandalwood wall scape	X			
Sandalwood Dead-end barricade Areas				X
Jayne Ave Hwy Areas (Coalinga sign, Enterprise median, around lift station, manholes, and fire hvdrrants.				X
Juniper Ridge medians & Side Street Landscapes			X	
Clean downtown (Blow off walkways, pick up trash, empty trash cans where needed, and Fill fountain.)	X			
Frame Park	X			
Plaza Flower beds				
Parking Lot Landscape Areas and behind Omni Salon		X		
City Hall Landscape areas, Front and Back/ Behind P.D.	X			
Court House Lawn & Parking Lot	X			
Acebedo Ln & Locust Ave, Street Easement				X
Cherry Ln. & Coalinga Station B Apartment Alleyway				X
Phelps Ave from walking beam to hospital South side street Easement				X
El Rancho Blvd. from Hwy 33 to first median maintain side streets and center divide				X
Monterey St side street easement, from Lucille St. to Polk St.				X
198 Side street easement from Pacific St. to Caballo Club				X
City Material yard Area				X
Elm St. Trees				X
Forest St. Tree Row from 2 rd to 1 st street				X
E. Forest Court Tree Row on 2 nd Street				X
Trees on 2 nd Street at Hwy Elm Intersection				X
Basins-Monterey St., Polk St next to county yard, and Merced Ave both				X
Bushes and shrub trimming Monterey and Posa Chante blvd				X



CITY OF COALINGA

The Sunny Side of the Valley

REQUEST FOR PROPOSAL FOR LANDSCAPE SERVICES

Prepared By:

Larry Miller, Public Utilities Coordinator
City of Coalinga
Public Works and Utilities Department
155 W. Durian
Coalinga CA 93210

RFP Issued: December 15, 2021
Proposals Due: December 29, 2021

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Request for Proposal

INTRODUCTION AND PURPOSE

The City of Coalinga is seeking a qualified firm to maintain public landscape areas. These areas include medians, wallsapes, parks, parking lots, facilities, and other similar public spaces. The work will include trimming grass, trimming edges, maintaining bushes and trees, clearing walking paths, leaf removal, trash removal, and maintaining irrigations systems, and other related tasks.

CONTACT

All inquiries, responses, changes, or otherwise can be directed to the contract administrator.

Larry Miller
Public Works & Utilities Coordinator
1(559)935-1533 ext. 131
lmiller@coalinga.com

Office hours are Monday – Thursday 7:00AM – 5:30PM

SUBMITTAL REQUIREMENTS

Please include the following in your proposal.

1. Company information
2. Cost for work
3. Three recent references for similar work

Please submit your proposal by email to lmiller@coalinga.com in accordance with the timeline below. Late proposals will not be considered.

SCOPE OF SERVICES AND NECESSARY TASKS:

The landscaping needs for the City of Coalinga are general in nature. Usually composing of mowing parks, weed removal from landscaped areas, removal of trash, and debris clean up. Periodically we will require low limbs from trees to be removed, shrubs to be cutback, and irrigation systems to be repaired and maintained according to seasonal demands.

Attached to this RFP as Exhibit 2 is a matrix of locations and their relative needs. Additionally, attached to this request is a high-level map that highlights all of the areas that are requested on Exhibit 2.

The City of Coalinga encourages any interested party request a tour of landscaped areas to get a better feel for the scope of required work. If interested, please contact Larry Miller with the given contact information above.

Tasks such as mowing, edging, trash cleanup, and debris cleanup shall be done weekly. Tasks such as weed removal shall be done monthly. Other various tasks will be required on a as needed basis.

TERM OF SERVICES

It is the intention of the city to award a contract on an annual basis.

EVALUATION

The Proposals will be evaluated utilizing the following selection criteria.

1. Firm qualifications and experience
2. Cost
3. Ability to respond in a timely manner
4. References

The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for the services specified under this request for proposal will be made to the consultant who, in the opinion of the City, is best qualified based on the above criteria.

SELECTION PROCESS AND SCHEDULE

Proposals Due	December 29, 2021 by 7:00AM
Consultant Selection	By December 29, 2021
Execution of Professional Services Agreement	By January 10, 2022
Perform work	Quarter 1 2022

PROFESSIONAL SERVICES AGREEMENT

Prior to the start of work, the selected consultant will be required to execute a Professional Services Agreement (PSA) with the City. A sample PSA has been attached to this RFP. The PSA may be amended by the City at any given time prior to execution.

QUESTIONS

Please submit all questions by email to Larry Miller at lmiller@coalinga.com. Responses to questions will be made available to all interested parties that have provided notification to city.

Exhibit 1 – Sample Professional Service Agreement

AGREEMENT FOR [AGREEMENT NAME]

This Agreement for Professional Services ("Agreement") is made and entered into this October 25, 2021, by and between the City of Coalinga, a Municipal Corporation ("City"), and [PROVIDER] ("Provider").

RECITALS

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

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

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

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

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

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

3. **Time of Performance.** This agreement shall remain in effect until [DATE]. Contract time of completion for individual projects will be agreed upon before assignment of each project to Provider. Services designated in the scope of work shall be completed on agreed date unless prior written approval for a time extension has been granted by Sean Brewer.

4. **Compensation.** Compensation to be paid to Provider shall be in accordance with the fee schedule, Exhibit 2, subject to the Prevailing Wage Requirements which are available at the office of the Public Works Director. An estimate for cost of services for each project shall be submitted to the Public Works Director before commencement of work. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment. An increase in the fee schedule will be allowed at the beginning of year three of this agreement and when the Prevailing Wage for services included in this agreement increases by the same amount approved for increase by the Department of Industrial Relations.

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

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

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

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

9. **Insurance Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Provider shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for

services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Provider under this Agreement.

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

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City. Copies of such documents shall be provided to the City for inspection at the City offices.

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

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

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

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

16. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience and competence of Provider. Assignments of any or all rights, duties or obligations of the Provider under this Agreement will be permitted only with the express written consent of the City, which will not be unreasonably

withheld. Provider shall not subcontract any portion of the Services to be performed under this Agreement without the express written consent of the City, which will not be unreasonably withheld. If City consents to such subcontract, Provider shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall: (1) create any contractual relationship between City and sub Provider; (ii) create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor; (iii) or relieve Provider of any of its obligations and responsibilities under this Agreement.

17. **Attorneys' Fees.** If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Fresno, State of California for any proceeding arising hereunder.

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

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

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

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

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

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

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

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

CITY:

City of Coalinga
155 West Durian
Coalinga, California 93210

PROVIDER:

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

CITY OF COALINGA, a Municipal Corporation

By: _____
Marissa Trejo, City Manager

PROVIDER

By: _____
Jacqueline Markley, Project Manager

APPROVED AS TO CONTENT:

ATTEST:

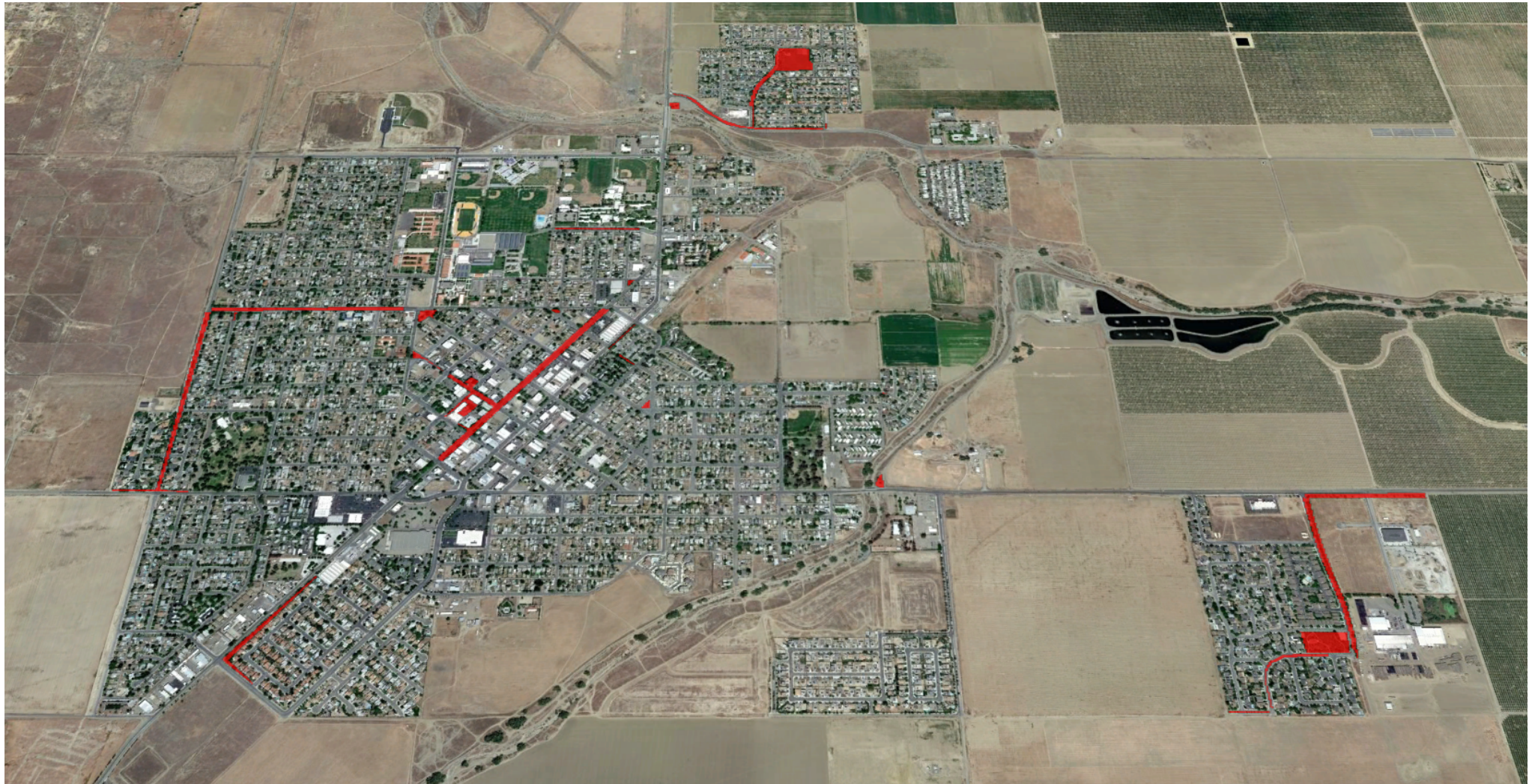
Sean Brewer
Assistant City Manager

City Clerk

Exhibit 2 – Landscaped Areas Matrix

Location Description	Park	Median	Wallscape	Parking Lot	General	Facility	Lawn	Shrubs	Trees	Walkways	Trash Cans	Debris Removal	Weeds
Plaza	x			x	x		x	x	x	x	x	x	x
City Hall						x		x	x	x	x	x	x
Police Department						x		x	x	x	x	x	x
Court House						x		x	x	x	x	x	x
Wastewater Entrance	x						x	x	x		x	x	x
Polk Street St			x					x	x	x		x	x
Monterey St.		x	x				x	x	x			x	x
Washington St.		x						x	x			x	x
N. Princeton St.		x					x					x	x
Cherry Lane		x						x	x			x	x
Sunset & Van Ness	x						x	x	x	x	x	x	x
Van Ness & N. Second		x					x		x			x	x
E. Elm & Baker Street		x					x		x			x	x
Fifth & Sunset		x						x	x	x	x	x	x
Fifth & E. Polk	x						x	x	x	x	x	x	x
E. Hawthorne Ave & Hayes		x						x	x	x		x	x
Roosevelt St.		x						x	x			x	x
Forest Ave.			x						x			x	x
Pacific & Elm St			x				x		x	x		x	x
Gale Ave & Hwy 33					x			x				x	x
Phelps Ave & Hwy 33	x						x	x	x	x	x	x	x
Centennial Park	x						x		x	x	x	x	x
Phelps Ave		x	x				x	x	x	x		x	x
Posa Chanet Blvd		x	x					x	x	x		x	x
San Madelle Ave			x						x	x		x	x
La Cuesta Ave					x		x			x		x	x
Sandalwood Park	x						x	x	x	x	x	x	x
Copper Canyon Rd.		x						x	x			x	x
Sandalwood St.		x						x	x			x	x
Jayne Ave.		x					x	x	x			x	x
Juniper Ridge		x					x	x	x			x	x
Frame Park	x						x	x	x	x	x	x	x
Elm St.					x				x	x	x	x	
E. Forest Court			x						x			x	x

**Exhibit 3 – Landscaped Areas
Map**



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

Subject: Discussion, Direction and Potential Action regarding Rank Based Elections
Meeting Date: January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Mario Zamora, City Attorney

I. RECOMMENDATION:

Review the materials and give direction for the City Attorney to prepare ordinance language to transition the city council to ranked choice voting, or allow the City Manager to solicit demographers to redraw district lines in accordance with the new census numbers.

II. BACKGROUND:

Currently, Council Members are elected by-districts in five (5) single-member districts. Council Members shall be elected in Council Districts 1, 3, and 5 beginning at the general municipal election in November 2018, and every four (4) years thereafter. The Council Members from Council Districts 2 and 4 were elected in November 2020, and every four (4) years thereafter.

Every ten (10) years the United States conducts a Census. Thereafter, the City of Coalinga must conduct redistricting in order to account for any changes in population. The City of Coalinga must hire a demographer or other similar technical expert to evenly divide the total numbers of persons between the five (5) city council districts.

Using ranked choice voting, each voter would have the opportunity to rank at least a first, second, and third choice among the candidates for each office. (*Edelstein v. City and County of San Francisco* (2002) 29 Cal.4th 164, 170–171). The votes would be counted in rounds. (Id). If one candidate received more than 50% of the first-choice votes in the first round, then that candidate would be elected. (Id). If no candidate received more than 50% of the first-choice votes, the candidate who received the fewest first-choice votes would be eliminated. (Id). All voters whose first choice was eliminated would have their vote transferred to their second-choice candidate. (Id). This process of transferring votes to the voter's next-choice candidate and eliminating candidates with the fewest votes would be repeated until one candidate received more than 50% of the votes. (Id).

Districts have been traditionally required to comply with the California Voting Rights Act to avoid vote dilution and ensure minority populations have an opportunity to elect a candidate of their choice. Ranked choice voting ensures all citizens not only have one opportunity to elect a candidate of their choice, but additional options should their first choice not receive a majority of votes.

III. DISCUSSION:

The City of Coalinga City Council can direct staff and city attorney to draft the ordinance language transitions from district based majority voting to at-large ranked choice voting.

Ranked-choice voting is currently being implemented in many areas in the state and across the country. In the 2020 general election, voters in Alaska approved an initiative to establish a Ranked Choice Voting general election system. Several other California cities, counties, and districts including; Alameda County, San

Leandro, Albany, Eureka, Palm Desert, and Santa Clara County have also adopted a ranked choice voting system.

Ranked choice voting is not explicitly authorized or prohibited by state law.

IV. ALTERNATIVES:

1. Revise the current voting regimen creating ranked choice voting for the five City Council members. Going forward, there will be five (5) at-large City Council positions with ranked-choice voting selecting each of the City Council members.
2. Keep the current voting regimen and direct the City Manager to hire a demographer to redraw district lines based on the 2020 census data.

V. FISCAL IMPACT:

Long term:

- No redistricting/demographer costs.

ATTACHMENTS:

File Name

Description

No Attachments Available

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

Subject: Discussion, Direction and Potential Action regarding Dedicating the Clock Tower to Oscar Garza
Meeting Date: Thursday, January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

This item was requested as a Future Agenda Item by Councilman Horn and is recommended by staff.

II. BACKGROUND:

Oscar Garza was hired by the City of Coalinga on October 3, 1994, as an Equipment Mechanic in Public Works. He retired on July 20, 2017, with over 22 years of service.

During his employment as an Equipment Mechanic, Oscar regularly worked on, and repaired, the City's Clock Tower. He was known as the "go-to" person for all things relating to the Clock Tower.

Even after retirement, Oscar continued to serve the City of Coalinga through his appointment to the Planning Commission on February 15, 2021, where he served until his passing on December 16, 2021.

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name	Description
No Attachments Available	

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

Subject: Discussion and Direction regarding Dispatch Contract with Parlier
Meeting Date: Thursday, January 6, 2022
From: Marissa Trejo, City Manager
Prepared by: Darren Blevins, Chief of Police

I. RECOMMENDATION:

Staff is requesting Council direction on the Parlier Dispatch contract.

II. BACKGROUND:

The Coalinga Police Department began being the PSAP and dispatch location for Parlier Police Department in February 2019. The department took on this task after negotiating a contract with Parlier for \$86,000.00 for the first year and then re-negotiated the contract for \$104,000.00 the last two years.

III. DISCUSSION:

When CPD initially took over dispatching for the City of Parlier, we had some training issues with the dispatchers having to monitor a second agency as well as an influx of additional calls for services. Since taking over dispatching for Parlier, their officers are becoming more aggressive over the radio, taking up more radio time than initially anticipated, and, most recently, they have begun to call into dispatch and speaking to our staff in an unprofessional manner.

These occurrences generally happen when a dispatcher may miss something that has come through the CLETS line. Our supervisors have reached out to Parlier's supervisors and asked they address the issues with their officers, but it does not appear that has worked.

Chief Blevins has even reached out to the current Police Chief in Parlier and advised him of the situation on several occasions but these incidents are still occurring.

The other issue we are having is radio time. Often, Coalinga PD officers are having to fight for radio time. Parlier PD takes up the majority of the radio time where our officers either have to wait for a period of time before they can get on the radio or they have to take action off the radio and then advise dispatch after the fact which is a serious officer safety issue.

In the original contract between CPD and PPD dated 10/18/2018, it states either party may terminate the contract with a 180 day written notice.

Additionally, on December 10, 2021, Parlier Mayor Alma Beltran reached out to the City of Coalinga and informed Coalinga she would terminate the dispatch contract on behalf of the City of Parlier if their former Police Chief was hired as Coalinga's next Police Chief upon Chief Blevins' retirement. While there is no decision regarding who will be Coalinga's next Police Chief, Parlier's former Police Chief will be coming on as Coalinga's Interim Police Chief for a few weeks between Chief Blevins' retirement and the time in which a

full-time Chief is selected. Therefore, Parlier may decide to terminate the dispatch contract anyway.

IV. ALTERNATIVES:

CPD can continue to dispatch for Parlier PD or the notice of cancellation can be sent.

V. FISCAL IMPACT:

There would be a negative impact to the general fund of \$104,000.00 per fiscal year if the contract is terminated.

ATTACHMENTS:

File Name

Description

No Attachments Available