

CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

June 16, 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 June 16, 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

1. PUBLIC HEARING TO DISCUSS & APPROVE SUBMITTAL OF A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION (CDBG); APPROVAL OF HOUSING AND HOUSING REHAB GUIDELINES; AND CDBG/CV1 GRANT CLOSEOUT

Marissa Trejo, City Manager

5. CONSENT CALENDAR

- 1. Check Register: 04/01/2022 04/30/2022
- 2. Adopt Resolution No. 4097 Approving the Building Inspector Trainee/I/II Job Description
- 3. Rejection of Claim for Damages Presented by Ralph Gorrill
- 4. Rejection of Claim for Damages Presented by Sheldon Niiyama
- 5. Notice of Completion Fresno Street Rehabilitation Project Project No. PW21-004
- 6. Notice of Completion for Sunset Street Rehabilitation Project Project Project No. PW19-006
- 7. Notice of Completion for Sidewalk Gap Closure & Pedestrian Improvement Project (ATP 3) Project No. 2759
- 8. Direct City Manager to Coordinate a Public Workshop with Coalinga-Huron Unified School District to discuss how the City can Help Ensure Safety of Schools
- 9. Authorize Assistant City Manager to Execute a Professional Services Agreement with AM Consulting Engineers to Prepare a Project Feasibility Report and Associated Environmental Documents, Fiscal Sustainability Plan and California Safe Drinking Water Grant Construction Application Related to the Wastewater Collection and Treatment Facilities
- 10. Authorize Purchase of Three (3) Electronic Messaging Boards
- 11. Consideration of Bid Award for Total Trihalomethane (TTHM) Reduction Facilities at the Water Treatment Plant
- 12. Direct City Manager to Coordinate a City-Sponsored Pet Adoption Day with Gimme Love Animal Shelter
- 13. Approval of Resolution No. 3772-C Extending the Sunset Date of Resolution for One Year for Food Truck Vendors

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Presentation by Retail Strategies and Discussion, Direction and Potential Action regarding Approving Professional Services Agreement to Provide Consulting Services

Matthew Tate, Retail Strategies

 Discussion, Direction and Potential Action regarding Authorizing Annual Stipend of \$15,000 Payable to Coalinga Area Chamber of Commerce for FY 22 and Adopt Resolution No. 4096 Authorizing FY 22 Stipend to Coalinga Area Chamber of Commerce

Marissa Trejo, City Manager

3. Discussion and Direction regarding the Development of a Food Truck Regulatory Ordinance

Sean Brewer, Community Development Director

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION (NONE)

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:	PUBLIC HEARING TO DISCUSS & APPROVE SUBMITTAL OF A 2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION (CDBG); APPROVAL OF HOUSING AND HOUSING REHAB GUIDELINES; AND CDBG/CV1 GRANT CLOSEOUT
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

1. Open the public hearing to accept comments on the City's proposed submittal of an application to apply for the 2022 State Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA), and adopt resolution 4098 approving the submittal of a 2022 CDBG application 2. Adopt resolution 4099 adopting Housing Rehabilitation Guidelines and the Homebuyer Acquisition with or without Rehabilitation Guidelines.

3. Accept the 20-CDBG-CV1-00037 grant close out with the CA Department of Housing and Community Development

II. BACKGROUND:

2022 CDBG NOGA

CDBG Program regulations require that the City conduct a public hearing on all CDBG-related matters to provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas in which CDBG funds are used. Therefore, when the public hearing is opened, the public will be invited to comment on the City's proposed submittal of a 2022 CDBG Grant application

A public notice was published in the June 4, 2022, issue of the Hanford Sentinel notifying the public of this public hearing.

HCD released a NOFA announcing the availability of CDBG Program funds in April 2022. The City is preparing to apply and submit an application for Housing Rehabilitation and Homebuyer Acquisition with our without Rehabilitation.

Eligible activities available in the 2022 NOFA must benefit low- and moderate-income Californians and include: Housing Assistance Programs (Single-Family Homeownership Assistance, and Single-Family Housing Rehabilitation); Public Service programs, Planning Studies, Economic Development Business Assistance and Microenterprise activities. The City may apply for a maximum of \$1,500,000 for a maximum of three activities.

As a part of the Homebuyer and Housing Rehabilitation Program, the City must have adopted program guidelines prior to submission of the application which outlines eligibility of the property owner, the property, allowable expenses, as well as the terms of the loans/grants. The draft guidelines have been provided as a part of this report and should be posted on the City's website to encourage citizen input.

Closeout of 20-CDBG-CV1-00037

The City was awarded \$86,343 in federal funds and \$65,253 in non-federal funds (Program Income) were used for a total of \$151,596 in CDBG-CV1 funds in May 2021 in response to the pandemic to aid families affected by Covid-19. Program Income funds were expended first before grant funds were used. Relief in the form of subsistence payments which included electricity, gas, water, trash, and broadband was provided to eligible applicants. Applications were received from a total of one-hundred eighteen families, forty-seven families received assistance, and seventy applications were denied. Applications denied are primarily due to applicants not responding to requests for documents.

Very low income: Low income: Moderate: F emale Head of Household: S eniors: Disabled:	22 15 10 24 3 2		
Budget	Total	Expenses	Disencumbered Funds
Total Admin:	\$25,008	\$24,159	\$849
Total Implementation &			
Subsistence Payments	\$126,932	\$127,781	<u>\$(849)</u>
Total Award:	\$151,596	\$151,940	\$ 0

The City has overexpanded funds in the amount of \$344 under this grant and is in the process of the submitting the final closeout documents. There will be no disencumbering of funds since all funds under this grant were expended. The grant expired on May 7, 2022.

III. DISCUSSION:

The City is proposing to apply for CDBG funds for the following two (2) activities:

Housing Rehabilitation Program	\$500,000
Homebuyer Assistance Program	<u>\$500,000</u>

\$1,000,000

When the Public Hearing is opened, citizens are encouraged to ask questions and/or comment on the proposed activities/application or on any aspect of the CDBG Program. Citizens are also invited to submit written comments to the City or to review information on the City's CDBG Program at City Hall, 155 W. Durian Ave, Coalinga, CA 93210. Write or The City Clerk, at the same address.

IV. ALTERNATIVES:

V. FISCAL IMPACT:

The cost for preparation of the CDBG applications by Self-Help Enterprises is \$3,000.

ATTACHMENTS:

File Name

- Coalinga_2022_CDBG_App_Reso_4098_Appendix_D.docx
- Coalinga 2022_CDBG_Guideline_Resolution_4099.docx
- Coalinga_-_City_of_-D Homebuyer_Acquisition_With_or_Without_Rehabilitation_Program_Guidelines_- Without Rehabilitation Program Guidelines - Approved _Approved_03-10-2022.pdf
- Coalinga_-_City_of_-_Rehabilitation_Program_Guidelines_-_Approved_03-10-2022.pdf

Description

Coalinga 2022 CDBG App Reso 4098

Coalinga 2022 CDBG Guideline Resolution 4099

Coalinga - City of - Homebuyer Acquisition With or 03-10-2022

Coalinga - City of - Rehabilitation Program Guidelines -Approved 03-10-2022

RESOLUTION NO.4098

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2022-2023 FUNDING YEAR OF THE STATE CDBG PROGRAM

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

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$_1,000,000___ for the following CDBG activities, pursuant to the April 2022 CDBG NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

Activity (i.e. Public Services, Housing Rehabilitation)	Dollar Amount Being Requested for the Activity
Housing Rehabilitation	\$500,000
Homebuyer Assistance	\$500,000

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG activities described in Section 1.

SECTION 3:

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

SECTION 4:

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

SECTION 5:

If an application is approved, the City Manager, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all

subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Coalinga held on the **16st day of June 2022** by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVED:

Ron Ramsey, Mayor, City of Coalinga

STATE OF CALIFORNIA

City of Coalinga

I, _____, City Clerk of the City of Coalinga, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 21st day of January, 2021.

Shannon Jensen, City Clerk of the City of Coalinga, State of California

RESOLUTION NO.4099

A RESOLUTION APPROVING THE ADOPTION OF THE CDBG SINGLE-FAMILY HOUSING REHABILITATION PROGRAM GUIDELINES AND HOMEBUYER ACQUISITION WITH OR WITHOUT REHABILITATION GUIDELINES

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

SECTION 1:

The City Council has reviewed and hereby approves the CDBG Single-Family Housing Rehabilitation Program Guidelines and Homebuyer Acquisition with or without Rehabilitation Guidelines.

SECTION 2:

The City acknowledges compliance with all state and federal public participation requirements in the development of its guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Coalinga held on May by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Coalinga held on the **16th day of June 2022** by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

APPROVED:

Ron Ramsey, Mayor, City of Coalinga

STATE OF CALIFORNIA

City of Coalinga

I, ______, City Clerk of the City of Coalinga, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 16th day of June 2022.

Shannon Jensen, City Clerk of the City of Coalinga, State of California

<u>Note</u>: The attesting officer cannot be the person identified in the Resolution as the authorized signer.

City of Coalinga

Homebuyer Acquisition Only/ Acquisition with Rehabilitation Program Guidelines

For:

HOME Investment Partnerships Program

Community Development Block Grant (CDBG) Program

CalHome Program

Serving the City of Coalinga

CalHome Approved (date) CDBG Approved (date) HOME Approved (03/10/2022)

HOMEBUYER PROGRAM GUIDELINES

Table of Contents

1.0. GENERAL

1.1. PROGRAM OUTREACH AND MARKETING

1.2. APPLICATION PROCESS AND SELECTION

1.3. THE HOME PURCHASE PROCESS

1.4. HOMEBUYER COSTS

1.5. HOMEBUYER EDUCATION

1.6. CONFLICT OF INTEREST REQUIREMENTS

1.7. NON-DISCRIMINATION REQUIREMENTS

2.0. APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS

2.2. INCOME QUALIFICATION CRITERIA

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

3.2. CONDITIONS

3.3 ACQUISITION WITH REHABILITATION PROCESS

3.4. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

3.5. PROPER NOTIFICATION AND DISCLOSURES

4.0. PURCHASE PRICE LIMITS

5.0. THE PRIMARY LOAN

5.1 QUALIFYING RATIOS

5.2 INTEREST RATE

5.3 LOAN TERM

5.4 IMPOUND ACCOUNT

6.0. THE PROGRAM LOAN

6.1 MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

6.2 NON-RECURRING CLOSING COSTS

6.3 AFFORDABILITY PARAMETERS FOR HOMEBUYERS

6.4 RATES AND TERMS FOR PROGRAM LOANS

6.5 LOAN-TO-VALUE RATIO

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

7.2. RECEIVING LOAN REPAYMENTS

7.3. DUE UPON SALE OR TRANSFER

7.4. LOAN SERVICING POLICIES AND PROCEDURES

7.5. LOAN MONITORING PROCEDURES

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

8.3. ESCROW PROCEDURES

9.0. SUBORDINATE FINANCING

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

10.1. DEFINITION OF EXCEPTION

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

TABLE OF CONTENTS (CONTINUED) ATTACHMENTS

ATTACHMENT A:	24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS
ATTACHMENT B:	ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS
ATTACHMENT C:	MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS; HOME PER
	UNIT SUBSIDY LIMITS; CURRENT INCOME LIMITS
ATTACHMENT D:	LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT E:	SELLER'S LEAD-BASED PAINT DISCLOSURE
ATTACHMENT F:	DISCLOSURE TO SELLER WITH VOLUNTARY, ARM'S-LENGTH
	PURCHASE OFFER
ATTACHMENT G:	INSTRUCTIONS TO HOMEBUYER
ATTACHMENT H:	LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD REDUCTION
	FORM
ATTACHMENT I:	HOMEBUYER PROGRAM LEAD COMPLIANCE DOCUMENT CHECKLIST
ATTACHMENT J:	ACQUISITION WITH REHABILITATION CONSTRUCTION CONTRACT
ATTACHMENT K:	CONSTRUCTION PAYMENT REQUEST

CITY OF COALINGA

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor," has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Program's eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence. The Program will be administered by Self-Help Enterprises, (the "Program Operator").

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program may sponsor homebuyer seminars to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The Program Operator will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The Sponsor maintains a waiting list of applicants. When applicants are placed on the list, they are sent a Program Brochure and Instructions to Homebuyer (Attachment G) and directed to the Program Operator's HUD- and CalHomeapproved Homebuyer Counseling and Education Program. Each applicant must participate in the Homebuyer Counseling and Education Program and receive a certificate of completion to be eligible for the Sponsor's Homebuyer Program.
- B. Each applicant must participate in individual Housing Counseling as required by 24 CFR §92.254(a)(3) and 24 CFR §5.100 5.111, to be provided by a HUD-certified homebuyer counselor employed by an entity approved by HUD to provide housing counseling.

Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals, and must include the following processes: Intake; financial and housing affordability analysis; an action plan, except for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the client when possible. The content and process of housing counseling must meet the standards outlined in 24 CFR part 214, which include:

- addressing unique financial circumstances or housing issues
- focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit
- addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act
- finding units accessible to persons with disabilities
- avoiding foreclosure
- resolving a financial crisis
- except for reverse mortgage counseling, all counseling shall involve the creation of an action plan.

Acceptable forms of housing counseling include in-person, phone, and/or internet, as long as the client and counselor can have an individualized dialogue, with guidance and advice tailored to client's needs. This includes creating a client budget, financial analysis, an action plan, and referrals to relevant resources such as down payment assistance programs or legal services

A copy of each borrowers' certificate of completion must be placed into each homebuyer file maintained by the Program Operator.

C. Once the applicant's name comes to the top of the waiting list, a phone interview is conducted to gather sufficient information concerning household size and composition, income, employment, and credit history to establish preliminary eligibility for Program participation. The potential homebuyer is advised to interview and compare lenders to start the pre-qualification process for a primary loan. Potential homebuyers are advised that funds will be available on a first-come, first-served basis upon receipt of a complete application package and pre-qualification letter from the applicant's primary lender.

- D. The Program Operator will provide an income and asset form, submission, and lender cover letter to the potential homebuyer's primary lender for completion. In addition to these documents, the primary lender must submit a complete application package and pre-qualification letter to the Program Operator on behalf of the applicant. Complete applications are processed on a first-come, first-served basis. Applications are deemed complete only if all information is completed the application is signed and dated, and a primary lender's pre=qualification information is included. Incomplete applications are returned to the primary lender and will not be date/time stamped until complete.
- E. Upon eligibility confirmation, the Program Operator will send both the potential homebuyer and primary lender the following documents: pre-qualification letter Program Brochure, Attachment (G) Instructions to Homebuyer, List of Participating Lenders, Attachment (E) Seller's Lead-Based Paint Disclosure and the EPA Booklet (Protect Your Family from Lead in Your Home) and (F) Notice to Seller.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

F. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership.

FOR A	DEBT SERVICE A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
HOUSING PAYMENTS	TOTAL OVERALL PAYMENTS	
Principal & Interest Payment	\$ 865 \$1,180 Housing	
Insurance	82 +200 Other Debt Service	
Taxes	_233 \$1,380 Total Debt Service	
Total Housing Expense (PITI is 35% of \$3,388)	\$1,180 (Overall debt service per month is 41% of \$3,388)	
OTH	IER HOUSEHOLD DEBT SERVICE	
Car Payment \$ 150		
	Credit Card Payment <u>50</u>	
To	Fotal Other Debt\$ 200	
A \$865 per month loan payment	nt equates to borrowing \$143,000 at 5.88% for a 30 year term.	
FOR A	SUBSIDY CALCULATION A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
FOR A Purchase Price of P	A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
	A FAMILY OF FOUR EARNING \$3,388 PER MONTH Property \$ 280,000	

SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH	
Purchase Price of Property	\$ 280,000
Less Primary loan amount	143,000
Less down payment of 1%	2,800
Equals "GAP"	\$ 134,200
Plus estimated allowable settlement charges	8,400
Equals Total Subsidy	\$ 142,600

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:
 - 1) Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state-licensed appraiser;
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards;

- 4) All housing units built prior to January 1, 1978, will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
- 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance;
- 6) The seller understands that the housing unit must be either: currently owneroccupied, newly constructed, or vacant for three months prior to submission of the purchase offer;
- 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to Program Operator. The purchase and sale agreement will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. Program Operator verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.
- D. Program Operator, where Program Operator is not the Sponsor, submits recommendation to the Sponsor for approval or denial, including the reasons for the recommendation. Sponsor determines Applicant's approval or denial, and instructs Program Operator to notify Applicant. Program Operator provides written notification to Applicant of approval or denial with reason and, if denied, a copy of the Program's appeal procedures.
- E. When Primary Lender requirements are met, Program funds are deposited into escrow, with required closing instructions and loan documents.
- F. At the time of escrow closing, the Sponsor shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the Sponsor as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the Sponsor. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement requirement by the Program.
- B. Homebuyer must contribute a minimum down payment of one percent (1%) of the purchase price, but may contribute more if desired.
- C. Sponsor will not provide a subsidy that is greater than the amount of the primary mortgage The subsidy will write down the cost of the primary lender's loan so that the payments of principal, interest, taxes, insurance, and mortgage insurance and HOA dues, if any, are within approximately 25 to 35% of the gross monthly household income. The Program Operator will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it

conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training can bring success to the Sponsor, Program Operator, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer counseling have the ability to handle problems that occur with homeownership.

All Program participants are required to receive housing counseling prior to Program approval, provided by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. A list of such counseling entities can be accessed here:

https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?searchstate=CA&filterLng=&filterSvc= &filterMultiState=&searchName=&searchCity=&searchZip=&searchService=PPC&searc hLang=&searchAffiliation=&webListAction=Search.

See Section 1.2.B. above for housing counseling requirements.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance, and for CalHome-funded programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation project. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the project. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the Sponsor's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD.

(See Attachment C for current income limits).

Household: Means one or more persons who will occupy a housing unit. Unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, program-specific as shown in the most recent HCD guidance at http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-anddetermination-guide.shtml, will be followed to independently determine and certify the household's annual gross income. The Program Operator should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that

is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (*Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.*)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset. For CalHome, the market value of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded programs may assist eligible homebuyers who are not "first-time" homebuyers.

HOME and CalHome-funded programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(m) Title 25 California Code of Regulations:

"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

1. a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;

- 2. a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
- 3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:
 - a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
 - b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: "Within the City of Coalinga."
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobilehome parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the Sponsor as loss payee in order to close escrow.
- E. Housing must be "modest", in accordance with the federal HOME regulations at 24 CFR Part 92.254(a)(2).

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

1) When the Sponsor's Program utilizes Federal funds and if the housing unit was

constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.

2) The Program Operator, a certified housing inspector, or a Sponsor representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes built within the previous 12 months and not previously occupied are not subject to a home inspection.

If there are one or more health and safety deficiencies, and/or violations of applicable building codes noted in the written report, the Sponsor will approve the subsidy only if:

- a. <u>Repair prior to close of escrow.</u> The buyer and seller agree to make necessary repairs to the dwelling unit prior to transfer of property ownership at their own expense; or
- b. HOME acquisition and rehabilitation loan. If HOME funds are available, the buyer may use some of the Sponsor's First-Time Homebuyer loan and other funds to make necessary and other repairs, to a maximum of 100% combined loan-to-value, unless up to 105% based on the purchase transaction. All health and safety hazards and code violations must be addressed under this option. Examples of allowable expenses include, but are not limited to: foundation repair, electrical repair or rewiring, plumbing or sewer repair, roof repair or replacement, heating and cooling system installation or repair, water damage repair, and repair of structurally-significant damaged wood. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost. Buyers should note that the use of any Program funds for rehabilitation on a home built before 1978 may incur additional lead-based paint testing. Hiring of a contractor and completion of repairs will be conducted in accordance with the section entitled "Acquisition with Rehabilitation Process" below.
- 3) With the exception of 1)b. above, upon completion of all work required by the Program Operator, Sponsor, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period.

The HOME Affordability Period is as follows (amount does <u>not</u> include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
---------------------------	----------------------------------

Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

C. <u>Lead-Based Paint Hazards:</u> All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

- Notification: a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "Protect Your Family From Lead in Your Home". (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).
- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
- 3) **Inspections:** The Inspector shall conduct a <u>"Visual Assessment"</u> of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) **Mitigation:** If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The Program Operator will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

3.3. ACQUISITION WITH REHABILITATION PROCESS

As noted above, when HOME funding is available for First-Time Homebuyer assistance, funds (from all sources) may be used to bring the unit into compliance with health and safety standards and/or to correct code violations. If such repairs are required, a portion of this money may be used to make accessibility modifications for a household member with

a disability. Weatherization, energy-related improvements and General Property Improvements are allowable, but General Property Improvements are limited under the HOME Program to a maximum of 15% of the overall rehabilitation cost.

IMPORTANT: No later than six (6) months following close of escrow, repairs to the housing unit must address ALL health and safety and code issues, to be in compliance with HOME regulations; otherwise, the loan becomes due and payable.

If a portion of the Program loan is used for acquisition with rehabilitation, the following process will be followed:

- The buyer will be responsible for obtaining three (3) bids from qualified licensed contractors. The Sponsor's Program Operator has a list of qualified contractors, or the applicant may solicit bids from other licensed contractors if they meet the standards described below.
- Any funds used for rehabilitation on homes built prior to 1978 will require testing for lead based paint. If the total rehabilitation funds are equal to or less than \$5,000, all surfaces disturbed during rehabilitation and lead hazard reduction must be repaired using safe work practices. If total rehabilitation is between \$5,000 and \$10,000, lead based paint must either be presumed to be present or testing and risk assessment are required. Lead hazard reduction activities must be conducted using safe work practices. The Sponsor will provide a grant to cover all expenses incurred as a result of lead based paint as noted in the section entitled *Lead Based Paint Standards* below.
- Contractors must hold a current and valid State of California General Contractor's license if the work consists of correction of health and safety issues or code violations. For accessibility modifications, the Sponsor may exercise discretion regarding contractors' requirements. The contractor may not be on the State or Federal debarred contractor lists. The contractor must have current and valid general liability and workmen's compensation insurance if applicable. The contractor must provide a one-year warranty for the work per State regulations.
- The buyer will review the bids with the Program Operator to ensure that the scope of work will correct any deficiencies, that it only includes allowable expenses and that the bids are reasonable, competitive and complete.
- The applicant will select a contractor from one of the Sponsor's/Program Operator's approved bids. All bidding contractors will be notified of the status of their proposals.
- The applicant will enter into a contract with the contractor (see Attachment J).
- The contractor will be responsible for securing all required permits for the scope of work.
- Work may not commence until the close of the acquisition loan.
- As work progresses, the contractor shall provide the buyer with a completed Payment and Construction Approval form (Attachment K) to request progress payments as outlined in the contract terms. The form must be signed by the contractor, the buyer, and the Program Operator before a payment may be issued to the contractor.
- Final payment of a 10% retention will be released to contractor once the contractor submits the following to the Program Operator: (1) lien releases from any subcontractors, material suppliers, and laborers; (2) final or signed off Building Inspection card for contracted work (if applicable); (3) Notice of Completion.

3.4. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with Sponsor's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.5. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

For HOME, the purchase price limits for this Program shall not exceed the HOME Homeownership Value Limit for Sponsor's County as updated by HCD.

Note: For CalHome-funded loans, the home purchase price is limited as follows: The purchase price cannot exceed 100% of the area median purchase price as established by comparable sales or information provided by the California Real Estate Association at https://www.car.org/en/marketdata/data/countysalesactivity

Attachment C: HOME HOMEOWNERSHIP VALUE LIMIT *Sponsor will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the Sponsor, a homebuyer must provide evidence of approval for the maximum amount the Primary Lender is willing to loan (the "primary loan"), which is limited by the maximum debt-to-income ratio identified herein.

5.1 QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

Note: Qualifying ratio guidelines can be somewhat flexible depending on the loan-tovalue ratios. The higher the LTV, the more conservative the ratios should be. A qualifying ratio higher than the guidelines may be acceptable if there are compensating factors. Some examples of compensating factors are: 1) the prospective homebuyer has successfully demonstrated that over a minimum 12-month period the ability to pay housing costs equal to or greater than the proposed monthly housing costs for the home to be purchased; 2) the prospective homebuyer is a limited user of credit and they show a history of being able to save money; 3) there will be no more than a 5% increase in the prospective homebuyer's housing expense. These exceptions will be approved by the Sponsor's loan committee and documented for the file.

5.2 INTEREST RATE

As is required by the HOME NOFA, the primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the FNMA 90-day rate, found at: <u>https://singlefamily.fanniemae.com/pricing-execution/historical-daily-required-net-yields</u>.

The applicable FNMA rate should be from the date the primary mortgage rate was locked, or else the date of HOME loan approval. No temporary interest rate buy-downs are permitted.

5.3 LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan.

5.4 IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

6.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

For HOME, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit for Sponsor's County per bedroom per the HCD website at <u>http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml</u> and <u>shall never exceed the amount of the primary mortgage.</u> <u>without prior HCD programmatic approval</u>. See Attachment C of these Program Guidelines for current limits. Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

For CalHome, the amount of Program assistance to a homebuyer toward purchase of a home shall not exceed 40% of the purchase price not to exceed \$100,000. CDBG has no limit.

6.2 NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the Program loan.

6.3 AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A.. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The Program Operator will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

6.4 RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

For HOME and CDBG, the Program loan's term shall be for as long as the primary loan, plus 15 years. For CalHome, the Program loan's term shall be for 30 years. The interest rate shall be 0% simple interest.

Note – If it is determined by the Sponsor that repayment of a CalHome Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time, or;

2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

6.5 COMBINED LOAN-TO-VALUE RATIO

For CalHome, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price, plus a maximum of up to 5 percent of the sales price, to cover actual, non-recurring closing costs.

For HOME and CDBG, the loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time, without penalty.

7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

City of Coalinga 155 West Duran Avenue Coalinga, CA 93210

B. The Sponsor will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

A. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:

1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;

2) a transfer, in which the transferee is a person who occupies or will occupy the property, which is:

- a. a transfer where the spouse becomes an owner of the property;
- b. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
- c. a transfer into an inter vivos trust in which the borrower is and remains the beneficiary and occupant of the property.
- B. For HOME and CDBG, if the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir qualifies for under the current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.
- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

Sponsor will monitor Borrowers and their housing units annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the Sponsor's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third-party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the Sponsor's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the Sponsor and documentation of such maintained in the loan file. The Sponsor may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the Program Operator will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the Program Operator will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified, and the subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third-party verifications in the file. For example, the sales contract will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding.

Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed the Program Operator will submit it to the Sponsor for approval. Sponsor will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The Sponsor may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the Sponsor's HOME Program Representative or Program Manager. If internally required, the Sponsor's Loan Committee and/or governing body would then need to approve said changes.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply

or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal must be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the Sponsor's governing body. Final appeal must be filed in writing with HCD within one year after denial.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) Annual income means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See https://www.federalregister.gov/documents/2014/05/20/2014.

(d) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions - For CalHome activities

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

- (a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
 - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
 - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
 - (3) Interest and dividends;
 - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
 - (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
 - (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;
 - All regular pay, special pay and allowances of a member of the Armed Forces (whether or not o is head of the family or spouse.

Title 25 Section 6914 Gross Income Exclusions

- (b) The following items shall not be considered as income:
 - (1) Casual, sporadic or irregular gift items;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments;
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:
 - (A) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the 24 CFR Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Inclusions

- 1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
- 2. Cash value of revocable trusts available to the applicant.
- 3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
- 4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
- 5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
- 6. Retirement and pension funds.
- 7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
- 8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- 9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
- 10. Mortgages or deeds of trust held by an applicant.

Exclusions

- 1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
- 2. Interest in Indian trust lands.
- 3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
- 4. Equity in cooperatives in which the family lives.
- 5. Assets not accessible to and that provide no income for the applicant.
- 6. Term life insurance policies (i.e., where there is no cash value).
- 7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C

HOME HOMEOWNERSHIP VALUE LIMITS FOR FRESNO COUNTY (Limits became effective 6/1/2021)

(Limits became encenve of 1/2021)				
EXISTING	NEW			
CONSTRUCTION	CONSTRUCTION (less			
	than 12 months old)			
\$282,000	\$304,000			

For CalHome the purchase price is limited as follows: The purchase price cannot exceed 100% of the area median purchase price as established by comparable sales or information provided by the California Real Estate Association which can be found at the following link https://www.car.org/en/marketdata/data/countysalesactivity

CALHOME MAXIMUM SUBSIDY LIMIT

Maximum assistance is identified in the most current NOFA. The Current CalHome Program loan maximum for Homebuyer Assistance is 40% of the purchase price not to exceed \$100,000

HOME PROGRAM SUBSIDY LIMITS PER UNIT FOR FRESNOCOUNTY

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$153,314	\$175,752	\$213,718	\$276,482	\$303,490

INCOME LIMITS FOR FRESNOCOUNTY*

(Limits became effective 6/1/2021)

Number of Persons in Household								
	1	2	3	4	5	6	7	8
80% of	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600
AMI								

HCD 2021 INCOME LIMITS FOR CALHOME

ADJUSTED FOR FAMILY SIZE FOR FRESNO COUNTY

Income	1	2	3	4	5	6	7	8
80%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is:

http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml

(for HOME and CDBG limits, choose "State CDBG, HOME and NHTF - Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits")

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Minimum Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	2
10	5-BR	3
12	6-BR	3

SEE ADDITIONAL OCCUPANCY FACTORS ON THE FOLLOWING PAGE

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Adults not in a partner relationship may have their own bedroom.
- Same rules apply to mobile home units.

The chart on the page above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF COALINGA

The City of Coalinga, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes (or Lender will use ______ loan collection Company to collect payments). Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. <u>Payment of Property Taxes and Insurance:</u>

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. If Borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance, except for HOME-funded loans, at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME).

To prevent these issues, the Lender requires the Borrower to have impound accounts set up with their first mortgagee, wherein they pay their property taxes and homeowner's insurance as part of their monthly mortgage payment. 3. <u>Required Request for Notice of Default:</u>

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, loan terms may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. On HOME-funded loans, annual occupancy verification will occur between January 1 and 15 of each year for the term of the loan.

Occupancy will be verified, reviewed and certified by the submission of the following:

- A. Proof of occupancy in the form of a copy of a current utility bill; and
- B. Statement of unit's continued use as primary residence of the owner.
- C. Declaration that other title holders do not reside on the premises;
- D. Verification that Property Taxes are current; and
- E. Verification of current required insurance policies.
- 5. <u>Required Noticing and Restrictions on Any Changes of Title or Occupancy:</u>

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases, the Borrower might move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program). Note – CalHome loans are not assumable.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor (not permitted under HOME), the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee. Note – CalHome loans are not assumable.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

For CalHome, the following transfers of interest shall not require the repayment of the CalHome Program loan:

- A. transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
- B. a transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - 1) a transfer where the spouse becomes an owner of the property;
 - 2) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - 3) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.
- 6. <u>Requests for Subordinations:</u>

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Lender. The Lender will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, Combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- 1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- 2. not have a temporary interest rate buy-down;
- 3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- 4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

8. Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?

- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

9. <u>Process Demands and Payoffs:</u>

Requests for demands and payoffs will be processed within the timeframe allowed by law. Sponsor or its designated Loan Servicing Agent is proficient in performing the related calculations. Reconveyance and lien releases would be prepared for processing by a qualified Title Company.

ATTACHMENT E

SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to Lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e)____Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ______waived the opportunity to conduct a risk assessment or inspection for the presence of

Lead-based paint and/or lead-based paint hazards (NOT PERMISSIBLE FOR HOME AND CDBG).

Agent's Acknowledgment (initial)

(f)_____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer DECLARATION

This is to inform you that ______ would like to purchase the property, located at ______, if a satisfactory agreement can be reached. We are prepared to pay \$______ for a clear title to the property under conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the following information:

- 1. The sale is voluntary. If you do not wish to sell, the buyer, ______, thru the agency, ______ will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the agency/Sponsor ______ will not use the power of eminent domain to acquire the property.
- The estimated fair market value of the property is \$______ and was estimated by _______, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms length, transaction you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to us at:

	If you have any que	stions about
this matter, please contact	at	·

Sincerely,

Title

Buyer

Date

Date

Buyer

Form continues on next page with Seller's Acknowledgment

Acknowledgement

As the Seller I/we understand that the ______ will inspect the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the City's program, the property must be currently owneroccupied, vacant for three months at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

□ Vacant at least 3 months; □ Owner-occupied; □ New; or □ Being Purchased by Occupant

I/we hereby certify that I have read and understand this "Declaration" and a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, *I/We choose* to withdraw or not to withdraw, from the Purchase Agreement.

Seller

Date

Seller

Date

ATTACHMENT G CITY OF COALINGA

INSTRUCTIONS TO HOMEBUYER

- 1. Persons interested in purchasing a home should contact the Program Operator's Homebuyer Counseling and Education (HCE) Department at 559-802-1600 to enroll in education classes, and if needed or required by the Program, also enroll in an individual counseling session. Upon completion of eight (8) hours of homebuyer education, the HCE Department will issue certificates of completion to the participants.
- 2. Participant should contact the Program Operator's First-Time Homebuyer Loan Processor at 559-802-1649 to verify funding availability. The participant's name is added to Sponsor's interest list if there is no funding available, or will be moved directly into the workload.
- 3. Participant will select a Mortgage Company (primary lender) of his or her choice to determine financing eligibility. Upon successful prequalification with a primary lender, primary lender will submit a complete loan application package to Program Operator for review. This package must be submitted along with a completed Submission Form and Lender Cover Letter, provided by the Program Operator via the Program Operator's website. Items to be included are proof of income, credit history, and household size.
- 4. During the financing and Program eligibility review by Program Operator, household size, income, and Sponsor loan amount are determined. Prior to issuance of the prequalification letter to the family, the following must occur:
 - a. Application package must be reviewed and signed by Program Operator
 - b. Application package must be reviewed and signed by Sponsor

Upon completion by all parties, Program Operator will issue a prequalification letter to the participant and primary lender on behalf of the Sponsor. Program Operator will contact or meet with qualified applicant to provide information relative to Program requirements and the lending process. In addition, Program Operator will issue a condition list to both parties requesting additional income and asset documentation, including verification of employment and all income sources.

- 5. Participant works with Licensed Real Estate broker to find a property. Properties are subject to the following requirements:
 - a. Properties must meet the modest housing standards
 - b. Properties must be located within the Sponsor's eligible area (Program Operator will verify)
 - c. Properties must meet maximum sales price limits, as applicable
 - d. Properties must be owner-occupied or vacant for at least three (3) months

Upon approval of the individual properties by the Sponsor, applicant will submit an offer and, once accepted, forward copies to Program Operator for review.

- 6. Applicant will work with primary lender to provide Program Operator all terms on the conditions list. The items include, but are not limited to:
 - a. Income documentation (paystubs, tax returns, child support, etc.)
 - b. Income documentation (paystubs, tax returns, child support, etc.)
 - c. Asset documents (bank statements, 401K, etc.)
 - d. Property information (appraisal with photos, preliminary title report, termite report and clearance, etc.)
 - e. Real Estate Sales Contract (contingent upon receiving Program loan approval)
 - f. Residential loan application and credit report, paystubs, tax returns and W-2's, and all verifications of employment and rent
 - g. Disclosure statement
- 7. Program Operator, upon receipt of appraisal, will order a home inspection to be completed by the Program Operator, a certified housing inspector, or a Sponsor representative. Home inspections will document health & safety and code compliance as well as conduct Lead-Based Paint Inspections. Seller must correct all deficiencies prior to the close of escrow.
- 8. Upon receipt of all conditions, Program Operator will prepare participant file for final loan approval with Sponsor. The primary lender should request the date of loan approval one week prior to the date of anticipated loan signing. At loan approval, Program Operator will present the application to Sponsor for review. Following loan approval, Program Operator will give loan documents to Sponsor for signatures. Loan documents are then forwarded to escrow company to coordinate loan signing.
- 9. Signed documents are returned to Program Operator for review. Upon review and confirmation of all conditions of final funding, Program Operator will wire funds to escrow.
- 10. Once loan is funded and recorded, escrow company provides a copy of all documents to Program Operator. Program Operator then closes out the loan file.

ATTACHMENT H LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information					
Property Address:			No LBP found or LBP exempt \Box		
Select one:	Visual Assessment	Presumption	Hazard Reduction		

Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out						
Sections 4 and 5 after the work is completed.						
Visual Assessment Date:	Report Date:					
Check if no deteriorated paint found						
	C 1					

Attachment A: Summary where deteriorated paint was found.

Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.

Date of Presumption Notice:

Lead-based paint is presumed to be present and/or Lead-based paint *hazards* are presumed to be present Attachment B: Summary of Presumption:

Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.

Date of Hazard Reduction Notice:

Initial Hazard Reduction Notice? Yes 🗖 No 🗖 Start & Completion Dates:

If "No", dates of previous Hazard Reduction Activity Notices:

Attachment C: Activity locations and types.

Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.

Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)

Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction ActivityPrinted Name:Signature:Date:

Section 6: Contact	Information	Organization:		
Contact Name:			Contact Signature	::
Date:	Address:			Phone:

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents	
	exemptions	
Physical inspection form (HQS or equivalent)	Documents visual	
	assessment results	
Seller Certification	Seller certifies that	
	paint was stabilized	
	by qualified workers	
	and that safe work	
	practices were	
	followed during paint	
	stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit	
	passed clearance	
Disclosure Form	Documents that	
	buyer received	
	disclosure and	
	pamphlet.	
Lead Hazard Reduction Notice	Documents that	
	buyer received	
	required lead hazard	
	reduction notification.	

This was taken from the HUD Website at:

http://portal.hud.gov/hudportal/documents/huddoc?id=20264 leadcompliance.doc

ATTACHMENT J

ACQUISITION WITH REHABILITATION CONSTRUCTION CONTRACT

Home Improvement Construction Contract

This Home Improvement Construction Contract is entered into this	day of	, 20,
between the following parties: (Owner(s) Name):	-	
and (Contractor's Name and Address):		

(Notice of Cancellation, see paragraph 28, may be sent to Contractor at the above address).

The parties agree as follows:

1. <u>Work to be Performed</u>: Contractor agrees to provide a Schedule of Work, in accordance with the Work Write-up (Attachment 1) and furnish all supervision, technical personnel, labor, materials, tools and equipment necessary to complete the work described in the work write-up attached hereto at the real property commonly described as: _____

Contractor will be responsible for all construction means, methods, techniques, sequences and procedures and for the coordination of all portions of the work under the Contract. All materials shall be new, unless otherwise specified, and of good quality. Owner has a right to require the Contractor to have a performance and payment bond; the expense of the bond may be borne by the Owner.

- 2. <u>Contract Price</u>: Owner agrees to pay Contractor the sum of <u></u>for the work to be performed.
- 3. <u>Completion Time</u>:
 - Approximate Start Date: The Contractor agrees to file a complete permit application within ten (10) days after receipt of written Notice to Proceed from the Owner. Owner and Contractor agree that the Start Date of construction shall be the date the permits are issued by the City of Coalinga. In no event shall the Contractor commence work or place any materials on the site thereof prior to receipt of Notice to Proceed from the Owner.
 - b. Approximate Completion Date: Contractor shall prosecute the work diligently and continuously to completion. The work shall be completed within ______ days after the Start Date, subject to such delays as are permissible under paragraph 7 herein below.
- 4. Payment:
 - a. Price will be paid to Contractor in installments based on completion of work tasks and individual item prices on the Work Write-up attached, and any Change Orders.
 - b. Contractor shall submit all required payment forms to Owner for approval of payment. Prior to authorization of payment, the Contractor shall provide lien releases for claims by subcontractors, laborers, and material suppliers involved in the work and/or represented by Contractor's invoices. Owner may also request written guarantees and warranties.
 - c. After approval by Owner, Contractor shall submit payment request forms to Self-Help Enterprises, hereinafter referred to as "PROGRAM OPERATOR." PROGRAM OPERATOR shall then make payment to the Contractor. PROGRAM OPERATOR may, at its option, inspect the work to ensure that it has been satisfactorily completed in accordance with the Contract requirements. Should PROGRAM OPERATOR determine that work has not been performed in accordance with the Contract, PROGRAM OPERATOR may, in its sole discretion, withhold or reduce payment in accordance with the terms of the agreement between Owner and PROGRAM OPERATOR.

- d. At the time the work is completed, the Contractor shall submit the final pay request along with the recorded Notice of Completion, final building inspection report, insulation certificate, any warranties and guarantees, conditional lien releases, and Section 3 report (for contracts over \$100,000).
- e. An amount equal to ten percent of the total Contract price, including any Change Orders, will be withheld by Owner and shall be paid to Contractor 35 days after notice of completion has been recorded, final inspection by the jurisdiction's building official and approval by Owner, provided that Contractor is not in default under this Contract. Final payment will be subject to withholding any amounts due to Owner for actual costs due to unexcused delays.
- f. The payment of any progress payment shall not constitute acceptance of defective work or improper material, nor is it a waiver of the warranties or any other remedies to which the Owner may be entitled under the terms of this Contract
- 5. <u>Relationship of the Parties to PROGRAM OPERATOR</u>: Work to be performed under this Contract is financed by funds from the City of Coalinga and administered by PROGRAM OPERATOR. Owner is solely responsible for monitoring all work performed under this Contract and enforcing the terms of this Contract. PROGRAM OPERATOR shall inspect all work for the purposes of monitoring loan disbursements in accordance with terms of this Contract and enforcing the terms of the loan agreement. Inspections performed by PROGRAM OPERATOR are solely for the protection of the lender and solely for the purpose of assuring that the construction is progressing reasonably and that the lender's collateral interest is adequately protected. Owner acknowledges that PROGRAM OPERATOR's inspections are not for the purpose of assuring Contractor's compliance with applicable building codes. PROGRAM OPERATOR shall not be liable under any circumstances for its failure to discover or require correction by Contractor of work that fails to comply with applicable building codes or for its failure to discover or require correction of any dangerous condition or defective work by contractor or by any subcontractor.

PROGRAM OPERATOR shall not, under any circumstances, have any liability either to the Owner or to the Contractor for any disbursement or refusal to approve of any disbursement requested by Contractor.

- 6. <u>Failure to Commence Work</u>: Failure by the Contractor without lawful excuse to substantially commence work within 20 days from the date specified in the Notice to Proceed is a violation of the Contractors' License Law.
- 7. <u>Excusable Delays</u>: Contractor shall not be charged with delay in the completion of the work due to: any acts of Owner which cause delay; general strikes; acts of God or the public enemy; unavailability of materials, or casualty beyond Contractor's control, provided, however, that Contractor promptly (within 14 days) notifies Owner, in writing, of the cause of the delay. If the facts show the delays to be excusable under the terms of the Contract, the time for completion shall be extended for a period equal to the amount of time due to such delay.
- 8. <u>Unexcused Delays</u>: The parties agree that the Owner would incur additional expenses as a result of Contractor's unexcused delays in the completion of the work. "Additional expenses" shall include but not be limited to housing and storage costs incurred by the owner due to the inability to fully occupy the property.
- 9. <u>Provisions for the Owner</u>: While this Contract is in force, Owner shall permit Contractor the use of existing utilities including light, heat, power, and water, without charge, in order to carry out and complete the work. Owner may continue to occupy the premises during the rehabilitation but shall cooperate with Contractor to facilitate the performance of the work including the abandonment of limited areas as may be essential to the conduct of the work.

10. <u>Compliance with the Law</u>: By signing this contract, the Contractor certifies that it is licensed and in good standing in California, and not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors. Contractors are regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826. All work shall be completed in strict compliance with the laws, ordinances, rules, regulations and Codes of the State, County, and local governments, whether such applicable laws, ordinances, rules, regulations and codes are mentioned in this Contract or not. Contractor shall obtain, pay for, and provide permits and licenses, as required to complete all work outlined under this Contract.

Where applicable, Contractor agrees to the following provisions:

- a) Standard Contract Language, All Contracts and Subcontracts, pertaining to civil rights, HCD, age discrimination, rehabilitation acts assurance, etc. (see Attachment 2).
- b) By the statement below, Contractor hereby furnishes Owner with Contractor Notice in compliance with California Business and Professions Code Section 7159:

INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information:

Visit CSLB's Web site at <u>www.cslb.ca.gov</u>

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P. O. Box 26000, Sacramento, CA 95826

- c) The contractor hereby agrees to abide by the requirements of Executive Order 11246 and all implementing regulations of the Department of Labor.
- 11. Notice to Owner (see Attachment 3).
- 12. <u>Required Insurance</u>: Contractor shall obtain and keep in effect during the life of this contract, insurance in the following minimum amounts:

Worker's Compensation and Employer's Liability Insurance meeting the statutory requirements of the State of California.

Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000. This insurance shall be on an occurrence basis and shall protect the Contractor against liability arising from: Contractor's operations, operations by subcontractors, products,

completed operations or professional liability where applicable and contractual liability assumed under the indemnity provisions above insured. Any Excavation, Collapse and Underground exclusions must be deleted when applicable to operations performed by the Contractor or his subcontractors.

An original certificate of such insurance shall be filed with PROGRAM OPERATOR. Said certificate shall evidence coverage through the life of this Contract.

- 13. <u>Safety to Public and Property</u>: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. In such, Contractor shall provide reasonable protection to prevent damage, injury, and loss to: all employees on the work, all work and materials and equipment to be incorporated therein and other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, structures, and utilities not designated for removal or replacement under the terms of this Contract.
- 14. <u>Hold Harmless</u>: With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify and save harmless Owner and PROGRAM OPERATOR, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Contractor's operations to be performed under this Agreement for, but not limited to:
 - (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to any employees or agents of Owner, PROGRAM OPERATOR, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose act Contractor may be liable regardless of whether such injury or damage is caused by a party indemnified hereunder.
 - (b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor.
 - (c) Infringement of any patent rights which may be brought against PROGRAM OPERATOR or Owner arising out of Contractor's work.
 - (d) Claims and liens for labor performed or materials used or furnished to be used on the project, including all incidental or consequential damages resulting to PROGRAM OPERATOR or Owner from such claims or liens.
 - (e) Contractor's failure to fulfill the covenants set forth in collective bargaining agreement, wage order or any other agreement or regulation concerning labor relations.
 - (f) Failure of Contractor to provide Casualty Insurance.
 - (g) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of PROGRAM OPERATOR's or other's equipment, hoist, elevators, or scaffolds. The indemnification provisions of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of Owner or PROGRAM OPERATOR or their agents or employees. Contractor, however, shall not be obligated under this Agreement to indemnify Owner or PROGRAM OPERATOR for Claims arising from the sole negligence or willful misconduct of Owner or PROGRAM OPERATOR or their agents, employees or independent contractors who are directly responsible to Owner or PROGRAM OPERATOR, or for defects in design furnished by such persons.
 - (h) Contractor shall:

- i. At Contractor's own costs, expense and risk, defend any claims that may be brought or instituted by third persons, including but not limited to, governmental agencies or employees of Contractor, against PROGRAM OPERATOR or Owner or their agents or employees or any of them;
- ii. Pay and satisfy any judgment or decree that may be rendered against PROGRAM OPERATOR or Owner or their agents or employees, or by any of them, arising out of any such Claim; and/or
- iii. Reimburse PROGRAM OPERATOR or Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.
- (i) All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Contractor exclusively until the completed work is accepted by PROGRAM OPERATOR.
- (j) The indemnities set forth in this Section shall not be limited by any insurance requirements set forth elsewhere within this agreement.
- 15. <u>Assignment</u>: Contractor shall not assign or transfer any right or obligation under this Contract without first obtaining the written consent of Owner. Any attempted assignment by Contractor shall be void.
- 16. <u>Changes in Work to be Performed</u>: No changes shall be made in the work, Contract price or Contract time for completion of work, except by written change order. The change order shall bear the signatures of the parties to this Contract and approved (by signature) as to propriety with funding requirements by PROGRAM OPERATOR. No claim for an adjustment of Contract work, price or time will be valid unless so ordered. Payment for change orders that bear additional cost shall be made in accordance with paragraph 4, above.
- 17. <u>Guarantees and Material Warranties</u>: All labor, materials and installation shall be guaranteed for a period of one year from the date of final acceptance by Owner, when subjected to normal use and care, and provided Owner has complied, in full, with the terms and payments and other conditions of this Contract. Upon written notice from Owner, Contractor shall repair or remedy any defect in materials and workmanship within the one-year period specified. Contractor shall furnish Owner with and assign to Owner all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- 18. <u>Surplus Materials and Clean-up of Premises</u>: All materials and equipment removed and not reused as a condition of this Contract shall remain or become the property of Owner, unless otherwise so stated in writing. All surplus materials as well as all rubbish and construction debris resulting from construction activities shall be removed promptly from the job site by Contractor. Upon completion of the work, Contractor shall leave the building and premises in a "broom-clean" condition.
- 19. <u>Divisibility</u>: It is intended that each paragraph of this agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect.
- 20. <u>Materials Restriction</u>: Lead base paint hazards specified in the work write-up shall be mitigated in accordance with Federal Lead Based Paint regulations listed at 24 CFR 35. All new paint used must be a non-lead based paint.
- 21. Arbitration:
 - a. Should any controversy arise out of or related to this Contract or the breach thereof, that falls within the provisions of 7085 et seq. of the California Business and Professions Code, other than a controversy based upon your failure to comply with a notice to return to the project under paragraph 23, the parties shall agree to submit the issue to Contractors State License Board

(CSLB) arbitration. The decision of the arbitrator is final and binding on both parties. CSLB will pay for the hearing, the arbitrator, and the services of one Board-appointed expert witness per complaint. The parties are responsible for their own attorney fees, if any, and additional expert witnesses, if any.

- b. Any controversy arising out of or relating to this Contract, or the breach thereof, that does not qualify for CSLB arbitration, or the parties do not agree to CSLB arbitration, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order whom shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding and in any litigation arising out of or relating to this contract shall be entitled to recover from the other all attorneys' fees and costs of arbitration.
- 22. <u>Mechanics Liens</u>: Contractor shall pay promptly all valid bills and charges for materials, labor or otherwise, in connection with or arising out of the rehabilitation of said property and will hold Owner free and harmless against all of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising there from. Should any liens or claim of liens be filed for record against the property, or should Owner receive notice of any unpaid bill or charge in connection with the Contract, Contractor shall forthwith pay and discharge the same and cause the same to be released of record. Contractor authorizes PROGRAM OPERATOR to issue joint checks as part of any disbursement otherwise payable to Contractor whenever PROGRAM OPERATOR, in its sole discretion, determines that payment in this fashion is necessary in order to protect the interests of the Lender or the Owner. (See also, Notice to Owner, Attachment 3).
- 23. <u>Termination of Contract</u>: Should Contractor commit any of the acts specified in this paragraph, the Owner may, give 72 hours' notice in writing thereof to Contractor, to commence and continue thereafter to diligently prosecute the correction thereof, and if contractor fails to do so, then without prejudice to any other rights or remedies given Owner by law or by this contract, Owner may terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and, complete said project by whatever method Owner may deem expedient. Contractor shall be deemed to have committed an act specified in this paragraph if contractor shall:
 - a. refuse or fail to supply enough properly skilled workers or proper materials to complete said project in the time specified in this contract and in the approved time schedule.
 - b. fail to make prompt payment to subcontractors, laborers, or material men for labor performed on or materials furnished to said project;
 - c. fail to comply with the time schedule for completion of the project;

The preceding notwithstanding, the following actions by the Contractor shall be deemed to be material breaches of the contract which are not subject to cure. Should Contractor commit any of the acts specified in this paragraph, the Owner may, by giving 72 hours' notice in writing thereof to Contractor, without prejudice to any other rights or remedies given Owner by law or by this contract, terminate the services of Contractor under this contract; take possession of said project and the premises on which it is located; take possession of all materials, located on such premises; and complete said project by whatever method owner may deem expedient:

- d. Commence with any proceedings of bankruptcy;
- e. make a general assignment for the benefit of contractors;
- f. persist in disregarding any law or ordinance relating to said project or the completion thereof;
- g. suffer the revocation or suspension of its contractor's license.

- 24. <u>Rights on Termination by Owner</u>: Should Owner terminate the service of Contractor under this contract and complete said project pursuant to Paragraph 10 of this contract, the Contractor shall not be entitled to receive any further payment under this contract until said project is fully completed. On completion of said project by Owner, if the unpaid balance of the contract price exceeds the expenses incurred by Owner in completing said project, including any compensation paid by Owner for managerial, administrative, or supervisory services in completing said project, such excess shall be paid by Owner to Contractor. If the expense incurred by Owner in completion of said project exceeds the unpaid balance of the purchase price, Contractor shall pay such excess to Owner with thirty days following written demand by Owner.
- 25. <u>Force Majeure</u>: Neither Owner nor Contractor shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable or intentional acts of the party.
- 26. <u>Availability of Funds</u>: In the event the loan or grant of funds upon which this Contract is contingent is not approved, this Contract shall be considered null and void, and shall not create any liability to either Owner or Contractor.
- 27. <u>Contract Nullity</u>: This entire Contract shall be considered null and void if either of the following shall occur:
 - a. Owner is not approved for funding to finance the Contract Price;
 - b. Owner chooses not to proceed with the project before construction begins.
- 28. <u>Three-Day Right to Cancel:</u> "You, the Owner, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Contractor at the Contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of this contract including this notice.

If you cancel, the Contractor must return any moneys paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the Contractor's instructions on how to return the goods at the Contractor's expense and risk. If you do make the goods available to the Contractor, and the Contractor does not pick them up within 20 days of the date of your notice of cancellation, you make keep them without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for performance of all obligations under this Contract."

(continued on next page)

29. "You, the Owner, are entitled to a completely filled-in copy of this Contract, signed by both you and the Contractor, before any work may be started."

THE OWNER AND THE CONTRACTOR ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THIS CONTRACT INCLUDING ALL ADDITIONAL CONTRACT DOCUMENTS.

OWNER(S):	
CONTRACTOR:	
By:	
Business Name:	
Title:	
Address:	
Telephone:	
License Number:	
Tax ID or Soc. Sec. #	
Attachments:	

1 – Work Write-up

2 – Standard Contract Language

3 - Notice to Owner

STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. <u>The Civil Rights, HCD, and Age Discrimination Acts Assurances:</u>

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. Rehabilitation Act of 1973 and the "504 Coordinator"

The Grantee further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Grantees with 15 or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator".

- 3. <u>The Training. Employment and Contracting Opportunities for Business and Lower Income Persons</u> <u>Assurance of Compliance</u>:
 - a) The grant activity to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR 135.34(a)(2).
 - b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - d) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- 4. <u>Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or</u> <u>more</u>

The Grantee hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Grantee furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

- 5. <u>State Nondiscrimination Clause</u>:
 - a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258 et seq.) The applicable regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- 6. Labor Standards Federal Labor Standards Provisions

The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

<u>Davis-Bacon Act (40 USC 276a-276a-5)</u> requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

<u>Copeland "Anti-Kickback" Act (47 USC 276(c)</u> requires that workers be paid at least once a week without any deductions or rebates except permissible deductions.

<u>Contract Work Hours and Safety Standards Act – CWHSSA (40USC 327-333)</u> requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked 40 hours in one week.

<u>Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5</u> are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to insure that all person due are actually paid. (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers to a single-family residence or a duplex owned by the individuals, the person signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

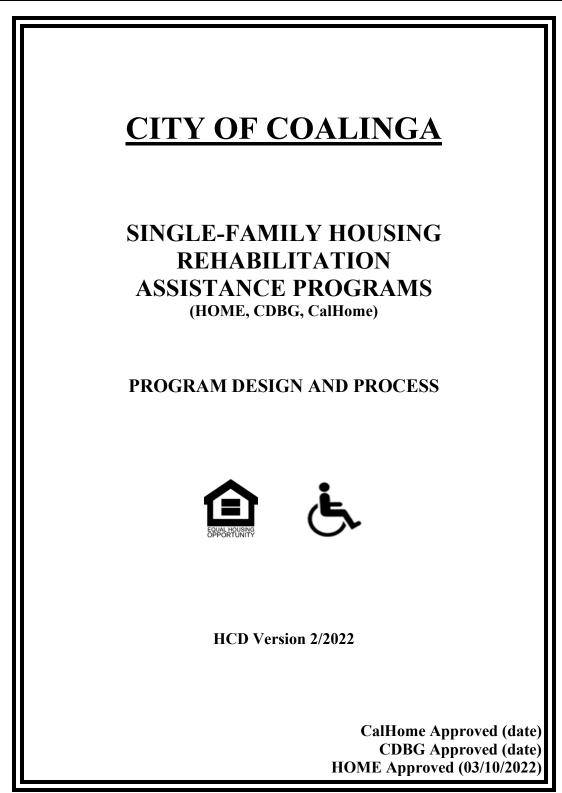
To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

Read and	d ac	know	led	ged	
----------	------	------	-----	-----	--

Signature	Dated
Signature	Dated

ATTACHMENT K CITY OF COALINGA OR SELF-HELP ENTERPRISES

Date	_		
Participant	Project	Job #	
Project Address			
Total Contract Amount \$	Payment A	.mount \$	
Contractor:	Construction	on Supervisor <u>:</u>	
Items Completed:			
of this date.	<u> </u>	Date	
NOTE: Ten percent (10%) of the to Enterprises until 35 days af	tal contract amount (including all ter Notice of Completion is recorde	change orders) will be reta d.	ained by Self-He
The items listed above have been comp	lated satisfactorily		
Please release payment to Contractor as	s requested (or amended). OWNER'	S SIGNATURE	DATE
APPROVED FOR PAYMENT:			
NOTEC	SELF-HELP ENTERPRISES	DATE	□ Ma
NOTES:			
Distribution: WHITE: SHE YELLO	W: Owner PINK: Contractor	GOLDENROD: Supervisor	



CITY OF COALINGA HOUSING REHABILITATION PROGRAM GUIDELINES

TABLE OF CONTENTS

1.0. GENERAL

- 1.1. PROGRAM OUTREACH AND MARKETING
- 1.2. APPLICATION PROCESS AND SELECTION
- 1.3. LOAN PROCESS
- 1.4. CONFLICT OF INTEREST REQUIREMENTS

2.0. APPLICANT QUALIFICATIONS

- 2.1. INCOME LIMITS
- 2.2. INCOME QUALIFICATION CRITERIA
- 2.3. HOMEOWNER ELIGIBILITY & RESIDENCY REQUIREMENTS

3.0. PROPERTY ELIGIBLITY

- 3.1. CONDITIONS
 - 3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE
 - 3.3. NOTIFICATIONS AND DISCLOSURES

4.0. THE PROGRAM LOAN

- 4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE
- 4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS
- 4.3. RATES AND TERMS
- 4.4. GRANTS
- 4.5. APPRAISAL
- 4.6. INSURANCE

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

- 5.1. PAYMENTS ARE VOLUNTARY
- 5.2. RECEIVING LOAN REPAYMENTS
- 5.3. LOAN SERVICING POLICIES AND PROCEDURES
- 5.4. LOAN MONITORING PROCEDURES
- 5.5. DEFAULT AND FORECLOSURE
- 5.6. SUBORDINATIONS

6.0. CONSTRUCTION

- 6.1. STANDARDS
- 6.2. ELIGIBLE CONSTRUCTION COSTS
- 6.3. ELIGIBLE PROJECT COSTS
- 6.4. REPAIR CALLBACKS

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

- 7.1. AMENDMENTS
- 7.2. EXCEPTIONS

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

- 8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE
- 8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

CITY OF COALINGA HOUSING REHABILITATION PROGRAM GUIDELINES

ATTACHMENTS TABLE OF CONTENTS

ATTACHMENT A:	24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND
	EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT A-1	: TITLE 25 SECTION 6914 GROSS INCOME INCLUSIONS – FOR
	CALHOME
ATTACHMENT B:	ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND
	EXCLUSIONS – FOR CDBG & HOME
ATTACHMENT B-1	TITLE 25 SECTION 6914 GROSS INCOME EXCLUSIONS – FOR
	CALHOME
ATTACHMENT C:	HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS; HOME
	PER-UNIT SUBSIDY LIMITS; CURRENT INCOME LIMITS;
	BEDROOM & BATHROOM ADDITION STANDARDS
ATTACHMENT D:	MARKETING PLAN
ATTACHMENT E:	RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION
	ASSISTANCE PLAN
ATTACHMENT F:	LOAN SERVICING POLICIES AND PROCEDURES
ATTACHMENT G:	FORECLOSURE POLICY
ATTACHMENT H:	CERTIFICATION OF OCCUPANCY
ATTACHMENT I:	LEAD-BASED PAINT NOTICE OF PRESUMPTION AND HAZARD
	REDUCTION FORM

CITY OF COALINGA HOUSING REHABILITATION PROGRAM GUIDELINES

Adopted date

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor", has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by Self-Help Enterprises, hereinafter referred to as the "Program Operator".

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and

members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. See Attachment D.

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP.

Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. Note: CalHome-funded projects do not require LBP compliance. CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors selected by the homeowner from the Active Contractor List provided by the Program Operator in efforts to obtain three reasonable bids. Homeowners are required to select a minimum of six contractors from the Active Contractor List and may add to the list as long as the contractor meets the requirements outlined in the Housing Rehabilitation/Reconstruction Program Contractor Guidelines and Information Sheet (see Attachment K). Contractors will be notified via telephone and/or in writing (email, fax, etc.) at least one week prior to each bid tour. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Recruitment for eligible contractors is done on an ongoing basis, via local advertising, website notification, and program marketing. It is the goal of the Program Operator to maintain an Active Contractor List of eligible, interested contractors located in the Sponsor's County. Applications are available for those seeking to participate by calling the Program Operator or visiting the Program Operator's website. The Program Operator will send notices to contractors on the Active Contractor List annually, which will request each contractor contact the Program Operator to confirm his or her interest in remaining on the Active Contractor List. Contractors who do not respond will be moved to the Inactive Contractor List. Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME and CDBG, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. A Loan Review Committee meeting is scheduled to hear the loan request. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor's Loan Review Committee for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's Loan Review Committee must approve all loans and grants. The Loan Review Committee may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

However, if the project is CalHome-funded, the total financing cannot be more than 105 percent of the after- rehabilitation value. For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property and an after-rehabilitation value appraisal. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County HOME Per-Unit Subsidy Limits at <a href="http://www.hcd.ca.gov/grants-including-state-incl

funding/income-limits/state-and-federal-income-limits.shtml, and the after-rehabilitation value cannot exceed the HOME Homeownership Value Limits. See Attachment C for current limits.

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance. For CalHome-funded Programs, the applicable Conflict of Interest requirements of Public Contract Code sections 10410, 10411, and 10430 (e) shall be followed.

For HOME assistance, Section 92.356 of the HOME Final Rule shall be followed, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C**.

The link to the official HCD-maintained income limits for HOME- and CDBG-funded activities is: <u>http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml</u> (for HOME and CDBG, choose "State CDBG, HOME and NHTF – Income, Value and Rent Limits"; for CalHome-funded activities choose "Official State Income Limits").

Household: means one or more persons who will occupy a housing unit. Unborn children count in family size determination. For CalHome, unborn children are not counted.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. See Attachment A for HOME and CDBG. See Attachment A-1 for CalHome. Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. See Attachment A-1 for CalHome. Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. See Attachment B.

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at http://www.hcd.ca.gov/grants-funding/income-limits/income-calculation-and-determination-guide.shtml, will be followed to independently determine and certify the

household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

Housing and/or debt ratios are not considered as the funding provided creates no additional monthly financial obligation. If a homeowner has a mortgage, creditworthiness is verified by ensuring that all payments are current and that no late payments have been received in the past twelve months.

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to

participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
 - 1. Proof of occupancy in the form of a copy of a current utility bill; and
 - 2. Statement of unit's continued use as primary residence of the owner.
- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable. **Note: Loans provided by CalHome are not assumable.**

C. If a homeowner converts the property to a rental unit, or any commercial or nonresidential use, the loan is due and payable, unless the loan was funded with CDBG and tenant and homeowner meet eligibility requirements as described in Section 2.3.2. below.

If the loan is funded with a CalHome Loan it is not transferable except under the following limited circumstances:

- (a) The transfer of the Property to the surviving joint tenant by devise, descent or operation of the law, on the death of a joint tenant;
- (b) A transfer of the Property where the spouse becomes an owner of the property;
- (c) A transfer of the Property resulting from a decree of dissolution of marriage, legal separation or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
- (d) A transfer to an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the incorporated areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (Attachment E).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (see Section 4.4. for allowable grants). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

Note: Relocation benefits are not a requirement under CalHome, but are acceptable and may be covered by loan proceeds.

3.3.NOTIFICATION AND DISCLOSURES - Not required by CalHome

A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (Attachment I).

B. Tenants located in properties that will receive housing rehabilitation will be provided a notice outlining their relocation rights and benefits (Attachment E).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County HOME Per-Unit Subsidy Limits at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml. See Attachment C for current limits.

For CDBG-funded programs, the maximum assistance for rehabilitation/reconstruction will not exceed \$320,000.

Maximum assistance per unit is established by the most current CalHome NOFA. Current CalHome limits are \$100,000 for housing rehabilitation, and \$150,000 for reconstruction projects.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management Memorandum 13-01 at http://www.hcd.ca.gov/grants-funding/active-funding/home.shtml#memos wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to CalHome projects.
- B. HOME-funded units' after-rehabilitation values shall not exceed the HOME Program's Homeownership Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <u>http://www.hcd.ca.gov/grants-funding/income-limits/stateand-federal-income-limits.shtml</u>. See Attachment C for current limits, which may reflect temporary waivers not published on the HCD Website.

For CalHome-funded Programs, the maximum after-rehab value of a home shall be set at 100% of the current median sales price of a single family home located in the

county the CalHome Program is serving, which is established by comparable sales or information provided by the California Real Estate Association. https://www.car.org/en/marketdata/data/countysalesactivity

- C. Total indebtedness against property shall not exceed 105 percent of the afterrehabilitation value as determined by an appraisal for CalHome projects. An estimate of After-Rehab Value will be made prior to making a commitment of funds using the method outlined in Section 4.5. Note: This does not apply to HOME or CDBG projects.
- D. Costs may be supplemented with personal financing, or with other loan or grant programs, which are sources of leverage for the Sponsor.
- E. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

- A. Homeowners are eligible for Deferred Payment Loans (DPL), at zero interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for 30 years unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. Note: If it is determined by the Sponsor that repayment of a CalHome or CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:
 - 1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;
 - 2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.
- B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines.Note: CalHome loans are not assumable.
- C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.
- D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable, unless they meet requirements outlined in Section 2.3.2.
- E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the term of the loan. Should the property not be maintained accordingly, the loan shall be considered in

default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

- F. For CalHome, loans are not assumable. The following transfers of interest shall not require the repayment of the CalHome Program loan:
 - 1) transfer to a surviving joint tenant by devise, descent, or operation of law on the death of a joint tenant;
 - 2) a transfer in which the transferee is a person who occupies or will occupy the property, which is:
 - (i) a transfer where the spouse becomes an owner of the property;
 - (ii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or
 - (iii) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.

4.4. **GRANTS**

- A. CDBG-funded programs may provide grants as follows:
 - 1. A grant of up to \$50,000 is available for any one of the following qualifying factors:
 - a) Senior Citizen at least 62 years old; or
 - b) Handicapped for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 - c) Lowest Targeted Income Group with gross annual income less than 50 percent of County median income; or
 - d) Equity maintenance if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value; or
 - e) Curb, gutter and sidewalk when curb, gutter and/or sidewalk are required by City code; or
 - f) Building permit, school fees, appraisals, property report/title insurance, building permits, termite report, land survey, grading plans, recording fees and/or flood insurance; or
 - g) Emergencies failure of a major household component that would require the participant to live without basic plumbing, electrical, heating, cooling, or security. (These funds are not for use during a normal rehabilitation, they are for true emergency situations, such as a failed sewer line or water heater, blown electrical panel, etc.)

- Grants of up to \$10,000 are available for Fire Sprinkler installation and associated costs – for reconstruction projects, as required by CCR, Title 24, Part 2.5 of the 2010 California Residential Code.
- 3. Grants are available for the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering) based on invoices from contracted well drillers and/or water pump installers. The Program Operator must approve a total cost estimate from a contracted well driller and/or water pump installer prior to financing approval to ensure cost reasonableness.
- 4. Grants of up to \$7,500 are available for Asbestos containment and/or removal.
- B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, Attachment E.
 - 1. Owner-Occupant Limit of \$5,000.
 - 2. Residential Tenant Assistance will be provided at the level necessary to comply with the Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Note: HOME funds cannot be used for tenant-occupied units.
- D. HOME-funded projects include grants, if necessary, to cover the costs of financing in excess of available equity. Available equity will be determined by subtracting the current total indebtedness from the after-rehabilitation value. Grants provided may be up to 25 percent of the applicable HUD Per-Unit Subsidy Limits established pursuant to 24 CFR 92.250 (a). This grant amount is in addition to any grant funds provided pursuant to Section 4.4.B. and 4.4.C.

E. Grants are not available in CalHome-funded programs.

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the "Estimates of value" method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants' file will include the estimate of value" is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the "Estimates of value" method cannot be used. For rehabilitation projects the

appraiser determines the value of the unit with the rehabilitation building plans and specifications included. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. For HOME only, the cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See Attachment C).

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. Note: HOME and CDBG funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs. Note: CalHome funds can not be used to pay insurance at any time.

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.
- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICNG AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

A. Program loan payments will be made to:

City of Coalinga 155 W Durian Avenue Coalinga, CA 93210

B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant-occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment F for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;
- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG and CalHome the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

- B. Contracting Process
 - 1. Contracting will be done on a competitive basis.
 - 2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
 - 3. The Sponsor does not warrant any construction work, or provide insurance coverage.
- C. Approved Contractors
 - 1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
 - 2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
 - 3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
 - 4. Contractor must agree to comply with all federal and state regulations.
- D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A. Note: Units funded solely with CalHome funds are not required to comply with LBP regulations.
- E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. Note: Units funded solely with CalHome funds are not required to comply with LBP regulations. For CDBG-funded programs, please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.
 - 1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
 - 2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least

five days prior to starting work.

- 3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more that \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.
- 4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

"Rehabilitation" means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State's CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State's HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project's value after reconstruction (housing and land combined) is less that the HOME Homeownership Value Limits for the Sponsor's jurisdiction (see Attachment C).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding (see Attachment C).

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation/reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. For CDBG and CalHome, costs associated with the repair, replacement, or abandonment of domestic water wells and/or associated costs (such as water pump lowering).
- D. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan. For CalHome and CDBG, manufactured housing on permanent foundations may be replaced by stick-built structures.

CalHome requires the following for manufactured housing/mobile home to stick-built replacements:

1) Verification that the owner of the mobile home is also the landowner. The registration certificate and a preliminary title report must be submitted with the Borrower summary package. Any past due registration fees must be paid.

2) Provide written justification as to why the mobile home is being replaced and not repaired.

3. Ensure the new structure is "reasonable" for the size of the current household.

- E. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- F. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.
 - 1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for

handicapped accessibility, and repair or replacement of major housing systems.

Per the federal HOME Regulations at 24 CFR Part 92.251(b), Major Systems are:

- structural support
- •roofing
- •cladding and weatherproofing (e.g., windows, doors, siding, gutters)
- •plumbing
- •electrical
- •heating, ventilation, and air conditioning.

Upon project completion, each of the major systems must have a remaining useful life for a minimum of five (5) years, so these systems must be rehabilitated or replaced as part of the rehabilitation work in order to achieve this requirement.

A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home to bring it into compliance with current building codes and regulations. Painting and weatherization are included.

3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in **Attachment C**. The Program will not fund additions to a home for a den or family room, or for any luxury items.

The CalHome Program's requirement is that a bedroom or bathroom can be added to omit overcrowding, and this is up to the Recipient to decide what is overcrowding.

5. General Property Improvements

Eligible costs include, but are not limited to: addition or replacement of an oven, stove, dishwasher, or fixture; replacing floor coverings; painting; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code general property improvements (including fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

For HOME and CalHome, replacement of a refrigerator is not allowed. For CalHome, repair or installation of fencing is not allowed.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of all health and safety hazards and code compliance, which is required for HOME-funded projects.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all administrative expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

7.1. AMENDMENTS

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES

8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the committee's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

24 CFR Part 5 Annual Income Inclusions

§5.609 Annual income.

(a) Annual income means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);

(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

(ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section).

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition and any other required fees and charges, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

24 CFR Part 5 Annual Income Exclusions

(c) Annual income does not include the following:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in §5.403;

(6) Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(8) (i) Amounts received under training programs funded by HUD;

(ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

(9) Temporary, nonrecurring or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of \$480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the FEDERAL REGISTER and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See https://www.federalregister.gov/documents/2014/05/20

(d) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (*e.g.*, seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

ATTACHMENT A-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income.

"Income" shall consist of the following:

(a) Except as provided in subdivision (b), "Exclusions", all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:

- (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- (3) Interest and dividends;
- (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- (6) Public Assistance. If the public assistance payment includes any amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts from persons not residing in the dwelling;

All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse.

ATTACHMENT B

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 - Last Modified: January 2005

Inclusions

- 1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
- 2. Cash value of revocable trusts available to the applicant.
- 3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
- 4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
- 5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
- 6. Retirement and pension funds.
- 7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
- 8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- 9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
- 10. Mortgages or deeds of trust held by an applicant.

Exclusions

- 1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
- 2. Interest in Indian trust lands.
- 3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
- 4. Equity in cooperatives in which the family lives.
- 5. Assets not accessible to and that provide no income for the applicant.
- 6. Term life insurance policies (i.e., where there is no cash value).
- 7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT B-1

Title 25 Section 6914 Gross Income Inclusions – For CalHome activities

- (b) The following items shall not be considered as income:
 - (1) Casual, sporadic or irregular gift items;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses;
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not used for the above purposes of which are available for a subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is an excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation of the following volunteer programs under the ACTION Agency:

(A)National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.

(B) National Older American Volunteer Program for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

ATTACHMENT C

HOME PROGRAM HOMEOWNERSHIP VALUE LIMITS FOR FRESNO COUNTY (HOME Value Limits as of 06/1/2021)

FRESNO COUNTY	One-Family
\$282,000	\$304,000

CALHOME MAXIMUM SALES PRICE / VALUE LIMIT

1 as established by comparable sales or information provided by the California Real Estate Association. <u>https://www.car.org/en/marketdata/data/countysalesactivity</u>

HOME PER-UNIT SUBSIDY LIMITS FOR FRESNO COUNTY (Limits are effective 9-9-2021)

(Elimits are checeive)-2021)					
O-BDR	1-BDR	2-BDR	3-BDR	4-BDR	
\$153,314	\$175,752	\$213,718	\$276, 482	\$303,490	

CALHOME SUBSIDY LIMIT (as of 09/01/2021 NOFA)

Maximum assistance per unit is established by the most current CalHome NOFA. Current limits are \$100,000 for housing rehabilitation, and \$150,000 for reconstruction projects.

HOME PROGRAM HOUSEHOLD INCOME LIMITS FOR FRESNO COUNTY* (Limits are effective 06/1/2021)

Number of Persons in Household								
	1	2	3	4	5	6	7	8
80% of AMI	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600

HCD 2021 INCOME LIMITS FOR CALHOME ADJUSTED FOR FAMILY SIZE FOR FRESNO COUNTY

Income	Household Size							
Level	1	2	3	4	5	6	7	8
80%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800

Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained Value, Subsidy, and Income limits is: <u>http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml</u> for HOME and CDBG limits, choose "State CDBG and HOME Income, Value and Rent Limits"; for CalHome income limits, choose "Official State Income Limits").

SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO ALLEVIATE OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Opposite sex children under 6 years of age may share a bedroom, up to 2 children per bedroom.
- Opposite-sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same-sex children of any age may share a bedroom, up to 2 children per bedroom.
- Adults not in a partner relationship may have their own bedroom.
- $\underline{4}$ or more people a second bathroom may be added.
- $\underline{\mathbf{8}}$ or more people a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

<u>SUMMARY</u>

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

Fliers Brochures Newspaper Ads and Articles Public Service Announcements Public Informational Meetings

MARKETING VENUES

Local Government Buildings Local Public Services Buildings Private Businesses Lending Agencies Real Estate Offices Newspaper Radio Mail

ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN Version 2

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the CITY OF COALINGA (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place with in the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner-occupied or renter-occupied units which are permanently displaced by the housing rehabilitation program (See Section E below.). In addition, the Sponsor will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), <u>Relocation, Displacement and Acquisition: Final Rule</u> dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, <u>Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice</u> (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. <u>Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing</u> <u>Rehabilitation or Reconstruction Activities</u>

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they

understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.

- 2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
- 3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
- 4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
- 5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.
- B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior. As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results. The final rule allows for certain exceptions: programs:

- 1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
- 2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
- 3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
- 4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the

same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. <u>Temporary Relocation of Owner Occupants:</u>

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$5,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$5,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$5,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (See Appendix C) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The contract administrator or rehabilitation specialist will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation specialist will ensure that each tenant-occupied unit under the Program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant-occupied unit will have a temporary relocation benefits form completed for them. (See Appendix C). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

A tenant receiving temporary relocation shall receive the following:

- 1. Increased housing costs (e.g. rent increase, security deposits) and
- 2. Payment for moving and related expenses, as follows:
 - a. Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified;
 - b. Packing, crating, unpacking, and uncrating of personal property;

- c. Storage of personal property, not to exceed 12 months, unless the grantee determines that a longer period is necessary;
- d. Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- e. Insurance for the replacement value of personal property in connection with the move and necessary storage;
- f. The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- g. Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- h. Any costs of credit checks required to rent the replacement dwelling;
- i. Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

- 1. A description of the proposed assisted activity;
- 2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
- 3. A time schedule for the commencement and completion of the demolition or conversion;
- 4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- 5. The source of funding and a time schedule for the provision of the replacement dwelling units;
- 6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
- 7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally-funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

- 1. <u>General Information Notice:</u> As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy his or her present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of his or her average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The tenant will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. See Appendix A for sample notice to be delivered personally or by certified mail.
- 2. <u>Notice of Non Displacement:</u> As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
- 3. <u>Disclosure to Occupants of Temporary Relocation Benefits:</u> This form is completed to document that the Sponsor is following it's adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
- 4. <u>Other Relocation/Displacement Notices:</u> The above three notices are required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A

Dear _____,

On <u>(date)</u>, <u>(property owner)</u> submitted an application to the <u>for</u> for financial assistance to rehabilitate the building which you occupy at <u>(address)</u>.

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will <u>not</u> be displaced. Therefore, we urge you <u>not to move</u> anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact <u>(name)</u>, <u>(title)</u>, at <u>(telephone number)</u>, <u>(address)</u>.

Sincerely,

<u>(name)</u> (title)

APPENDIX B

<u>(date)</u>

Dear ____:

On <u>(date)</u>, we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On <u>(date)</u>, the owner's request was approved, and the repairs will begin soon.

This is a <u>notice of non-displacement</u>. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

- You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain until after construction is completed. If increased after construction is done, your new rent and estimated average utility costs will not exceed local fair market rents for your community. Of course, you must comply with all the other reasonable terms and conditions of your lease.
- 2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you <u>not to move</u>. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact <u>(name)</u>, <u>(title)</u>, at <u>(phone #)</u>, <u>(address)</u>. Remember; do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

APPENDIX C

Property Address:			
	Rental	UnitOwner-Occupied U	Jnit
The rehabilitation loan sp has explained the tempo plan.	ecialist working on rary relocation serv	behalf of the City/County of rices and benefits available under the curr	rent rehabilitation program relocatio
I/we have been advised the temporarily relocate assistance as needed.	nat the City/County ed and will to assis	ofrehabilitation construc st me with scheduling any necessary mov	tion specialist will inform me if I nee es and answer any questions abou
Acknowledged:			
Occupant Signature	 Date	Occupant Signature	Date
			Dulo
	e this at time of	acceptance of Work Write Up with in	nitials by occupant
Complet The rehabilitation constru has explained the Rehabi Not require I/we to b	e this at time of ction specialist for t litation Scope of We be relocated. (If init e temporarily reloca	acceptance of Work Write Up with in	
Complet The rehabilitation constru has explained the Rehabi Not require I/we to b Yes, I/we need to be Start date and duration of Starting on or about	e this at time of ction specialist for t litation Scope of We be relocated. (If init e temporarily reloca	acceptance of Work Write Up with in he City/County of ork for our house and I/we agree that it will ialed then STOP here and sign bottom.)	
Complet The rehabilitation constru has explained the Rehabi Not require I/we to b Yes, I/we need to be Start date and duration of Starting on or about Starting on or about Starting on or about Starting on or about Starting on or about Relocate with friend Relocate with friend	e this at time of ction specialist for t litation Scope of We be relocated. (If init e temporarily reloca <u>relocation:</u> <u>cwe will mo</u> of temporary reloca <u>I/We elect to (chec</u> s and family. able temporary hou	acceptance of Work Write Up with in he City/County of ork for our house and I/we agree that it will ialed then STOP here and sign bottom.) ited. (Complete rest of form if initialed.) ove for all or part of the rehabilitation project ation:Number of days.	
Complet The rehabilitation constru has explained the Rehabi Not require I/we to b Yes, I/we need to be Start date and duration of Starting on or about Approximate length For temporary relocation, Relocate with friend Relocate into a suita Relocate furnishing:	e this at time of a ction specialist for the litation Scope of Weber elocated. (If init e temporarily relocation: <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u> <u>relocation:</u>	acceptance of Work Write Up with in he City/County of ork for our house and I/we agree that it will ialed then STOP here and sign bottom.) ited. (Complete rest of form if initialed.) ove for all or part of the rehabilitation project ation:Number of days. <u>k all that apply):</u> sing unit identified by rehab specialist.	. :t.
Complet The rehabilitation constru has explained the Rehabi Mot require I/we to b Yes, I/we need to be Start date and duration of Starting on or about Approximate length For temporary relocation, Relocate with friend Relocate furnishings I/We have been told	e this at time of a ction specialist for the litation Scope of With the relocated. (If init the temporarily relocated in the temporary hours and family. The temporary hours are sonly into a temporary hours what our relocation in the temporary hours what our relocation is a sonly into a temporary hours what our relocation is a sonly into a temporary hours what our relocation is a sonly into a temporary hours what our relocation is a sonly into a temporary hours what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary what our relocation is a sonly into a temporary whet our relocation is a sonly into a temporary whet our relocation is a sonly into a sonly into a temporary whet is a sonly into a sonly int	acceptance of Work Write Up with in the City/County of ork for our house and I/we agree that it will ialed then STOP here and sign bottom.) ited. (Complete rest of form if initialed.) ove for all or part of the rehabilitation project ation:Number of days. <u>k all that apply):</u> sing unit identified by rehab specialist. rary storage unit.	t.

ATTACHMENT F

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF COALINGA

The City of Coalinga, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Sponsor will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date.

For Notes which are deferred payment loans, the Sponsor must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. <u>Payment of Property Taxes and Insurance:</u>

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the Sponsor as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. <u>Required Request for Notice of Default:</u>

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. <u>Annual Occupancy Restrictions and Certifications:</u>

On owner-occupant loans the Sponsor may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust. On HOME-funded loans, annual occupancy verification will occur between January 1st and 15th of each year for the term of the loan.

5. <u>Required Noticing and Restrictions on Any Changes of Title or Occupancy:</u>

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Sponsor. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owneroccupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be

Housing Rehabilitation Program Guidelines

provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Sponsor's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Sponsor allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. <u>Requests for Subordinations:</u>

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the loan committee for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and

Housing Rehabilitation Program Guidelines

add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. HOME funds may not be used for this purpose, however.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day

notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF COALINGA'S FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of Coalinga's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recordation of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time

the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
 - Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H

CERTIFICATION OF OCCUPANCY

CITY OF COALINGA

I/we	declare as follows:
(Please Print Occupant's Name(s))	
That I/we am/are currently occupying as my/our principal the real property commonly known as:	place of residence
(Address)	
(City, State, Zip code)	
Daytime Phone Number:	
Executed on, 20, at (Date) (City)	_, CA
I/we declare under penalty of perjury that the foregoing is true and correct.	
Signature(s) of all occupants:	
Occupant:	

ATTACHMENT I

LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Backgro	und Information				
Property Address:			No LBI	P found or LBP exempt	
Select one:	Visual Assessmen	nt 🗖	Presumption 🗖	Hazard Reduction \Box	
Section 2: Visual A	ssessment. Fill ou	ut Sections 1, 2, a	and 6. If paint stabili	zation is performed, also	
fill out Sections 4 an				_	
Visual Assessment I	Date:		Report Date:		
Check if no deterior	ated paint found				
				mily housing, list at least	
			ling components (inc	luding type of room or	
space, and the mater	ial underneath the	e paint).			
Section 3: Notice of	f Presumption. Fi	ill out Sections 1	, 3, 5, and 6. Provide	e to occupant w/in 15 days	
of presumption.					
Date of Presumption					
	presumed to be pr	esent 🗖 and/or I	Lead-based paint haz	ards are presumed to be	
present 🗖					
				least the housing unit	
				building components	
· · · ·	-	the materials une	derneath the paint) of	f lead-based paint and/or	
hazards presumed to	÷				
				out Sections 1, 4, 5, and 6.	
Provide to occupant		fter work comple	eted.		
Date of Hazard Redu	uction Notice:				
Initial Hazard Reduc			Start & Completion	Dates:	
If "No", dates of pre	vious Hazard Rec	luction Activity	Notices:		
	-	• •		at least the housing unit	
				dust-lead locations, and/or	
		-		derneath the paint), and	
the types of lead-bas	sed paint hazard re	eduction activitie	s performed at the lo	ocation listed.	
Attachment D: Location of building components with lead-based paint remaining in the rooms,					
spaces or areas where activities were conducted.					
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)					
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction					
Activity and Acknowledgement of Receipt of pamphlet Protection Your Family from Lead in					
Your Home.					
Printed Name:		Signatu	re:	Date:	
Section 6: Contact	Information	Organization:			
Contact Name:			Contact Signature	:	
Date:	Address:		1	Phone:	

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

Subject:	Check Register: 04/01/2022 - 04/30/2022
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Yasmin Gonzalez, Financial Services Supervisor

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name

- Check_Register_Cover_Sheet_for_Council-_04-2022.pdf
- Expense_Approval_Rpt-04-2022.pdf

Description Check Register Cover Sheet - April 2022 Check Register - April 2022



CHECK REGISTER

COUNCIL MEETING OF June 16, 2022

EXPENSES: 4/1/2022 through 4/30/2022

ACCOUNTS PAYABLE: Month Ending:	4/30/2022	Registers: # 68430 - 68622	\$ 1,518,243.21
PAYROLL:			
Pay Period Ending:	3/27/2022	Payroll Check # 18543-18547	\$ 1,981.14
Pay Date:	4/1/2022	Direct Deposit	\$ 191,919.55
		Payroll Total:	\$ 193,900.69
Pay Period Ending:	4/10/2022	Payroll Check # 18547-18552	\$ 4,919.42
Pay Date:	4/15/2022	Direct Deposit	\$ 173,662.73
Separations:	4/15/2022	Payroll Check # 18553-18554	\$ 4,849.10
		Payroll Total:	\$ 183,431.25
Pay Period Ending:	4/24/2022	Payroll Check # 18555-18562	\$ 6,692.79
Pay Date:	4/29/2022	Direct Deposit	\$ 166,384.40
		Payroll Total:	\$ 173,077.19

TOTAL CHECK REGISTERS THROUGH:

4/30/22

\$ 2,068,652.34



Coalinga, CA

By Payment Number Payment Dates 4/1/2022 - 4/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
68430	4/4/2022	1176	CB&T Columbus Bank & Trust		384.57
	0003739	Unreimbursed Medica	I	950-000-34500	384.57
68431	4/4/2022	1205	City Employee Contrib. Assoc.		80.00
	0003727	CECA Dues		950-000-33000	80.00
68432	4/4/2022	1223	Coalinga Firefighters		940.00
	0003728	Fire Union Dues		950-000-33300	900.00
	0003733	Fire Union Dues		950-000-33300	40.00
68433	4/4/2022	1228	Coalinga Peach Officer's Association	on	745.92
	0003731	Mastagni Law Firm		950-000-33200	245.00
	0003734	CPOA Dues		950-000-33200	245.00
	0003735	PORAC Dues		950-000-33200	255.92
68434	4/4/2022	1384	Franchise Tax Board		225.00
	0003729	FTB Sacramento		950-000-34010	225.00
68435	4/4/2022	1487	ICMA 457 Retirement Trust		11,786.90
	0003721	457 ICMA EE\$ / ER%		950-000-32100	2,656.44
	0003722	457 ICMA \$\$ Gen		950-000-32100	270.00
	0003723	457 ICMA % General		950-000-32100	8,860.46
68436	4/4/2022	1586	Legal Shield		148.19
	0003730	Pre-Paid Legal Shield	-	950-000-34060	148.19
68437	4/4/2022	02043	New York Life Insurance		516.56
	0003732	New York Life		950-000-32400	516.56
68438	4/4/2022	1820	SEIU Local 521 - Dues W/H		691.80
	0003736	SEIU COPE		950-000-33000	40.00
	0003737	SEIU Dues		950-000-33000	651.80
68439	4/7/2022	1224	Coalinga Hardware		176.95
	791553	1/20 WP All Thread		501-503-70140	26.40
	791642	2/20 WP Bulbs		501-503-70140	20.68
	791711	2/20 WWP Washer		503-520-70140	0.33
	791753	2/20 WP Metal Pad		501-503-70140	5.78
	791768	2/20 FD Screws for Lig		101-416-84030	7.87
	791798	2/20 WP Two Cycle Oi		501-503-70140	11.55
	791800	2/20 WWP Rubber Str		503-520-70140	3.51
	791803	2/20 WP Two Cycle Oi		501-503-70140	11.55
	791815	2/20 WWP Rubber Str	ap/Locking Plug	503-520-70140	54.18
	791817	2/20 WWP 6' Cord		503-520-70140	25.87
	791835 CM0000142	2/20 WWP Keykrafter		503-520-70140 503-520-70140	41.30 -15.52
	CM0000142 CM0000143	2/20 WWP Generator 2/20 WWP Surface Mr	•	503-520-70140	-16.55
68440	4/7/2022	02388	Amazon Capital Services, Inc.		41.06
08440		3/22 FIN Office Supplie	•	101-406-70010	1.24
	1N36-JMDC-JYTF 1N36-JMDC-JYTF	3/22 FIN Office Supplie		101-406-70010 501-406-70010	16.42
	1N36-JMDC-JYTF	3/22 FIN Office Supplie		502-406-70010	14.37
	1N36-JMDC-JYTF	3/22 FIN Office Supplie		503-406-70010	8.21
	1N36-JMDC-JYTF	3/22 FIN Office Supplie		504-406-70010	0.82
68441	4/7/2022	1112	Billingsley Tire Service		477.48
-	267269		aintenance Service #7206	117-416-84060	238.42

Expense Approvari		Vandar #			Payment Dates: 4/1/2022 - 4/30/2022
Payment Number	Payment Date Payable Number	Vendor # Description Vend	dor Name	Account Number	Payment Amount Item Amount
	267277	3/22 FD Ambulance Mainte	nance Service #207	117-416-84060	239.06
68442	4/7/2022	1141 Calif	ornia Building Standards	Commission	45.90
	0003750	4/22 BLDG Standards Repor	ts 3rd Qtr (1/1-3/31/22)	101-000-10500	51.00
	0003750	4/22 Less 10% Retainer		101-400-48200	-5.10
68443	4/7/2022	1142 Calif	ornia Business Machines		524.65
	293946	3/22 Copier Maint. Agreem	ent COUNCIL	101-401-84010	36.76
	293946	3/22 Copier Maint. Agreem	ent CD	101-404-84010	23.76
	293946	3/22 Copier Maint. Agreem	ent PW	101-404-84010	4.18
	293946	3/22 Copier Maint. Agreem	ent CITY MGR	101-405-84010	10.48
	293946	3/22 Copier Maint. Agreem	ent FINANCE	101-406-84010	4.57
	293946	3/22 Copier Maint. Agreem	ent HR	101-408-84010	37.54
	293946	3/22 Copier Maint. Agreem	ent HR	101-408-84010	10.49
	293946	3/22 Copier Maint. Agreem	ent PD	101-413-84010	148.79
	293946	3/22 Copier Maint. Agreem	ent FD	101-416-84010	18.06
	293946	3/22 Copier Maint. Agreem	ent HR	107-422-84010	1.47
	293946	3/22 Copier Maint. Agreem	ent PW	107-422-84010	10.45
	293946	3/22 Copier Maint. Agreem	ent HR	117-416-84010	8.83
	293946	3/22 Copier Maint. Agreem	ent FINANCE	501-406-84010	60.99
	293946	3/22 Copier Maint. Agreem	ent HR	501-406-84010	2.92
	293946	3/22 Copier Maint. Agreem	ent HR	501-503-84010	4.42
	293946	3/22 Copier Maint. Agreem	ent WP	501-503-84010	8.06
	293946	3.22 Copier Maint. Agreeme	ent HR	501-508-84010	5.15
	293946	3/22 Copier Maint. Agreem	ent PW	501-508-84010	2.09
	293946	3/22 Copier Maint. Agreem	ent HR	502-406-84010	2.94
	293946	3/22 Copier Maint. Agreem	ent FINANCE	502-406-84010	53.37
	293946	3/22 Copier Maint. Agreem	ent HR	502-510-84010	5.15
	293946	3/22 Copier Maint. Agreem	ent PW	502-510-84010	8.36
	293946	3/22 Copier Maint. Agreem	ent HR	503-406-84010	1.10
	293946	3/22 Copier Maint. Agreem	ent FINANCE	503-406-84010	30.50
	293946	3/22 Copier Maint. Agreem	ent PW	503-520-84010	10.45
	293946	3/22 Copier Maint. Agreem	ent WWP	503-520-84010	0.35
	293946	3/22 Copier Maint. Agreem	ent HR	503-520-84010	2.21
	293946	3/22 Copier Maint. Agreem	ent HR	503-521-84010	0.74
	293946	3/22 Copier Maint. Agreem	ent PW	503-521-84010	6.27
	293946	3/22 Copier Maint. Agreem	ent FINANCE	504-406-84010	3.05
	293946	3/22 Copier Maint. Agreem	ent HR	504-406-84010	0.37
	293946	3/22 Copier Maint. Agreem	ent HR	820-610-84010	0.78
68446	4/7/2022	1170 Carg	ill, Incorporated		5,437.06
	2907013411	3/22 WP Salt for Hypochlori	te	501-503-70300	5,437.06
68447	4/7/2022	1192 Cher	ntrade Chemicals US, LL	2	5,453.80
	93313030	3/22 WP Chemical Alum		501-503-70240	5,453.80
68448	4/7/2022	02594 Cinta	as Corporation #3		655.29
	4114984247	3/22 SVC Employee Uniform	•	101-431-70100	15.76
	4114984247	3/22 BLDG Employee Unifor		101-432-84030	10.95
	4114984247	3/22 PW Employee Uniform		107-422-70100	138.82
	4114984247	3/22 WP Employee Uniform		501-503-70100	28.77
	4114984247	3/22 PW Employee Uniform	-	501-508-70100	138.83
	4114984247	3/22 PW Employee Uniform		502-510-70100	138.82
	4114984247	3/22 WWP Employee Unifo	-	503-520-70100	28.76
	4114984247	3/22 PW Employee Uniform		503-521-70100	138.82
	4114984247	3/22 SS Employee Uniforms		504-535-70100	15.76
68449	4/7/2022	1207 City	of Coalinga		11,324.29
	0003749	90-11379-001 Animal House	-	101-413-72010	52.81
	0003749	01-11035-004 270 s 6th St		101-415-72010	94.49
	0003749	70-08484-001 302 W Elm-Fi	rehouse	101-416-72010	1,307.02
					_,

	Payment Date	Vendor #			Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
	0003749	70-08559-001 160 W	Elm-Annex	101-432-72010	56.14
	0003749	70-08562-001 155 W	Durian-Landscaping	101-432-72010	431.20
	0003749	70-08563-002 155 W	Durian-Bldg	101-432-72010	1,612.53
	0003749	70-08558-001 160 W	Elm-Old City Hall	101-432-72010	21.41
	0003749	90-11992-001 Airport	t-Median 2	101-435-72010	51.67
	0003749	90-10892-002 Coaling	ga AP Res	101-435-72010	61.50
	0003749	90-11994-001 Airport	t-Median 4	101-435-72010	42.66
	0003749	90-11993-001 Airport	t-Median 3	101-435-72010	42.66
	0003749	90-11991-001 Airport	t-Median 1	101-435-72010	42.66
	0003749	90-10891-001 27500	W Phelps-AP Spencer House	101-435-72010	85.20
	0003749	90-10883-001 27500	W Phelps-AP Access Road	101-435-72010	42.66
	0003749	44-11880-001 Center	inial Park	101-440-72011	514.35
	0003749	71-08739-001 200 E F	Pacific	101-440-72011	519.89
	0003749	42-11981-001 W Gale	e & Hwy 198	101-440-72011	35.37
	0003749	70-08545-001 6th/Elr	n-Parking	101-440-72011	64.17
	0003749	84-12000-001 Sandal		101-440-72011	1,030.48
	0003749	01-11879-001 Plaza P	Park	101-440-72011	29.83
	0003749	51-04490-001 E Apor	t/Elm Lots	101-440-72011	29.83
	0003749	84-11980-001 Jayne /		101-440-72011	29.83
	0003749	51-04491-001 E Elm 1	Trees	101-440-72011	29.83
	0003749	45-11979-001 Center	nnial Park Landscaping	101-440-72011	494.02
	0003749	70-08679-001 Sunset	/6th-Ventera	101-440-72011	29.83
	0003749	71-11970-001 Forest,	/Pacific	101-440-72011	29.83
	0003749	82-10406-001 E Polk/	Warthan Crk Lot	101-440-72011	29.83
	0003749	84-10736-001 Sandal	-	107-422-72010	34.34
	0003749	22-08117-001 Hayes	Lot	107-422-72010	119.26
	0003749	44-04178-001 San Sir	neon/Posa Chanet	107-422-72010	119.26
	0003749	82-10397-001 1075 V	V Elm/Pacific/Lucille	107-422-72010	119.26
	0003749	84-10691-003 Junipe	r/Jayne	107-422-72010	123.77
	0003749	84-10693-001 Junipe	r Rdg/Jayne	107-422-72010	123.77
	0003749	45-04295-002 Phelps	/La Cuesta	107-422-72010	132.19
	0003749	41-03184-001 W Joac	quin/Wash Lot	107-422-72010	451.53
	0003749	41-03130-001 Monte		107-422-72010	464.46
	0003749	32-01424-001 Hillviev	. ,	107-422-72010	29.83
	0003749	70-08463-001 290 W		107-422-72010	226.74
	0003749	22-11239-001 Creek S		107-422-72010	29.83
	0003749	84-10692-001 Junipe	8. 1	107-422-72010	34.34
	0003749		r/Canyon-Landscaping	107-422-72010	29.83
	0003749	•	98/Lucille-Landscaping	107-422-72010	29.83
	0003749	42-03294-001 Sunset		107-422-72010	29.83
	0003749	70-11990-001 Elm/6t		107-422-72010	29.83
	0003749	70-11963-001 Cedar/		107-422-72010	29.83
	0003749	01-00006-001 200 E E		107-422-72010	29.83
	0003749	62-08395-001 Forest,		107-422-72010	29.83
	0003749	45-04297-002 Posa C		107-422-72010	57.54
	0003749	52-11634-001 Cherry		107-422-72010	29.83
	0003749	61-06870-001 Lynch	0	107-422-72010	29.83
	0003749	52-11631-001 Cherry		107-422-72010	29.83
	0003749	52-11632-001 Cherry		107-422-72010	29.83
	0003749	51-12025-001 E Elm/		107-422-72010	29.83
	0003749	52-06069-001 Van Ne	•	107-422-72010	29.83
	0003749	41-03193-001 Princet		107-422-72010	29.83
	0003749	51-04426-001 Baker/	•	107-422-72010	29.83
	0003749	42-03438-001 Van Ne		107-422-72010	29.83
	0003749	52-11633-001 Cherry		107-422-72010	29.83
	0003749	01-11986-001 Elm/4t		107-422-72010	29.83
	0003749	01-11987-001 Elm/4t		107-422-72010	42.76
	0003749	70-11988-001 Elm/6t		107-422-72010	39.07
	0003749	22-08436-001 Forest,	/First Lot	107-422-72010	29.83

Payment Number	Payment Date Payable Number	Vendor # Description Vendor Name	Account Number	Payment Amount Item Amount
	0003749	82-11346-001 Waste Water Plant	503-520-72010	1,560.07
	0003749	82-10306-001 Meter Shop	503-521-72010	40.92
	0003749	82-10304-001 Service Yard	503-521-72010	196.88
8454	4/7/2022	1207 City of Coalinga		100.31
	0003753	4/22 Natural Gas Assistance - 32-01330-021	502-510-80100	100.31
8455	4/7/2022	1224 Coalinga Hardware		903.25
	807873	3/22 WWP Cleaning Supplies	503-520-70140	94.35
	808122	4/22 CC Misc Supplies for Elk Lodge - Clean Up	101-401-70440	836.85
	808124	4/22 CC Misc Supplies for Elk Lodge - Clean Up	101-401-70440	83.76
	CM0000301	4/22 CC Misc Supplies for Elk Lodge - Clean Up CR	101-401-70440	-111.71
8456	4/7/2022	1298 Division of Administrative Servic		13.06
	0003751	4/22 SMIP Report 3rd Report (1/1-3/31/22)	101-000-10400	13.75
	0003751	4/22 Less 5% Withheld	101-400-48200	-0.69
8457	4/7/2022	1360 FedEx		107.88
	7-710-34749	4/22 PD GSR Kit Postage & Shipping	101-413-70030	107.88
8458	4/7/2022	02091 Frisch Engineering, Inc.		41,919.12
	10014-2011b	2/22 WP SCADA Upgrade	501-503-98441	41,919.12
8459	4/7/2022	1415 Gabriel Subia		90.00
	0003748	3/22 WP Reimbursement for T3 Renewal - G. Subia	501-503-86032	90.00
8460	4/7/2022	1424 Geil Enterprises, Inc.		301.47
	413091	3/22 BLDG Janitoral Supplies	101-432-84030	301.47
3461	4/7/2022	1449 Griswold Industries		620.40
	841001	3/22 WP 6" Cla-Val Repair Kit	501-503-84020	620.40
8462	4/7/2022	1451 Hach Company		266.02
	12940355	3/22 WP Lab Supplies	501-503-70202	266.02
8463	4/7/2022	02325 Heather McCoy		1,500.00
	1344	3/22 PD Victim Exam	101-413-88080	1,500.00
8464	4/7/2022	1479 HR Electric		87.50
	1220404416	4/22 WWP Blower Motor Disconnect	503-520-84020	87.50
8465	4/7/2022	02201 Jimmy E. Phelaw		21,597.80
	046084	2/22 FD C-Service & Repairs for #E171	101-416-84060	7,872.49
	046106	3/22 FD C-Service & Repairs on #E371	101-416-84060	6,498.55
	046119	3/22 FD Repairs on #E171	101-416-84060	7,226.76
3466	4/7/2022	1553 Keller Ford		172.09
	667049	9/21 FD AMD Repairs	117-416-84060	172.09
8467	4/7/2022	1571 L.N. Curtis & Sons		1,558.26
	INV578320	3/22 FD Truck Equipment	101-416-98043	583.93
	INV579604	3/22 FD Truck Equipment	101-416-98043	228.85
	INV579809	3/22 FD Truck Equipment	101-416-98043	84.96
	INV580011	3/22 FD Truck Equipment	101-416-98043	641.41
	INV582886	3/22 PD Misc Uniforms Supplies	101-413-70440	19.11
8468	4/7/2022	02407 Lighthouse Electrical, Inc.		289,048.79
	0003746	3/22 WP Ret #4 WTP Improvements (SCADA)	501-000-10003	-15,213.09
	0003746	3/22 WP Prog Pmt #4	501-503-98441	304,261.88
8469	4/7/2022	02570 Linde Gas & Equipment Inc.		577.66
	69874484	3/22 FD Oxygen	117-416-75000	577.66
8470	4/7/2022	02329 Michael K. Nunley & Associates,	Inc.	27,806.72

Expense Approval F	Report			Payment Dates: 4/1/2022 - 4/30/2022
Payment Number	Payment Date Payable Number	Vendor # Description Vendor Name	Account Number	Payment Amount Item Amount
	100448	3/22 PW New Los Gatos Lift Station	503-521-98995	185.40
	100524	3/22 WP TTHM Reduction Project	501-503-98441	2,026.01
	100525	3/22 WP Coalinga Derrick Reservoir	501-503-98441	21,994.64
68471	4/7/2022	1661 Mountain Valley Pest Control, Inc		75.00
	110255	2/22 WP Pest Control Services	501-503-84030	45.00
	110256	2/22 WWP Pest Control Services	503-520-84030	30.00
68472	4/7/2022	1690 NTU Technologies, Inc.		7,071.12
	11893	3/22 WP Chemical Poly	501-503-70270	7,071.12
68473	4/7/2022	1695 Office Depot		54.57
	234616491001	3/22 PD Office Supplies	101-413-70010	54.57
68474	4/7/2022	1692 O'Reilly Automotive, Inc.		63.30
	4316-395188	12/21 FD Misc Supplies	101-416-70440	37.01
	4316-405082	3/22 FD Misc Supplies	101-416-70440	17.54
	4316-405358	3/22 FD Brake Fluid for Staff Vehicle	101-416-84060	5.22
	SC03983032	1/22 FD Finance Late Payment Charge	101-416-70440	1.18
	SC04000568	2/22 FD Finance Late Payment Charge	101-416-70440	2.35
68475	4/7/2022	1704 Overhead Technology, Inc.		1,495.00
	705451	3/22 WP Crane Inspection	501-503-84020	1,495.00
68476	4/7/2022	1513 Pacific Telemanagement Services		100.00
	2084761	2/22 PD 911 Systems Operational	101-413-88100	100.00
68477	4/7/2022	1721 PG&E		161.37
	0003752	3/22 Frame Park Electricity (5120357172-7)	101-440-72011	161.37
68478	4/7/2022	1721 PG&E		78,081.54
	90624-022822	2/22 PW Gas Delivery SE 31 20 15HWY(7001750902-0)	502-510-80020	78,081.54
68479	4/7/2022	1708 PG&E Payment Processing Center		12,121.59
	98050-033122	3/22 PW Gas Transmission - Volumetric	502-510-80020	3,566.14
	98050-033122	3/22 PW Gas Transmission - Reservation	502-510-80020	8,555.45
68480	4/7/2022	1725 Pioneer Research Corporation		4,327.92
	261404	3/22 WWP Weed Control	503-520-84051	4,327.92
68481	4/7/2022	1858 Sparkletts		266.88
	9689215 033122	4/22 BLDG Water Delivery	101-432-72010	108.02
	9689215 033122	4/22 PW Water Delivery	502-510-70440	79.43
	9689215 033122	4/22 PW Water Delivery	503-521-70440	79.43
68482	4/7/2022	1886 SWRCB		65.00
	0003747	3/22 WP Operator Exam Prep - T. Hawk	501-503-86032	65.00
68483	4/7/2022	1935 Tri-City Engineering		4,541.25
	2770-41	3/22 WP Coalinga Derrick	501-503-98441	625.00
	2943-01	3/22 PW Splash Pad Project	101-440-98981	3,916.25
68484	4/7/2022	02185 Unwired Broadband		251.99
	INV01300350	4/22 WP Internet Service	501-503-72030	251.99
68485	4/7/2022	1963 US Postmaster		198.00
	0003745	4/22 FIN P.O. Box 378 Annual Rental Fee 2022-2023	101-406-70010	198.00
68486	4/7/2022	1973 Verizon Wireless Services, LLC		266.07
	9902553509	2/22 FD IPad Mobile Data (542044026-00004)	101-416-72030	266.07
68487	4/7/2022	1973 Verizon Wireless Services, LLC		230.86
	9902553508	2/22 FD Vehicle Data (542044026-00003)	101-416-72030	230.86

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amour Item Amount
58488		1993		Account Number	
08488	4/7/2022 73438	3/22 FD Fuel for Ma	West Hills Oil, Inc.	101-416-70160	17,359.9 12,044.63
	73440	3/22 PD Fuel for Ma		101-413-70160	5,315.31
	4/7/2022	1007			
8489	4/7/2022	1997	Westside Supply	F01 F02 70140	338.3 287.31
	14654 W220331	3/22 WP Misc Pipe I 3/22 WP Equipment		501-503-70140 501-503-82030	34.00
	WW220331	3/22 WWP Equipme		503-520-82030	17.00
58490	4/7/2022	2002	Wittman Enterprises, LLC		3,356.8
	2202019	2/22 FD Ambulance	Billing Fee	117-416-75040	3,356.81
58491	4/13/2022	02599	4B'S Spraying Inc.		32,000.0
	220404	4/22 WWP Squirrel	Traps & Maintaining Bait Station	503-520-84030	900.00
	220404-1	4/22 WWP All Dozir	ng & Discing	503-520-98050	5,200.00
	220404-2	4/22 WWP All Lowb	ed, Ripping & Clean Up	503-520-98050	8,500.00
	220404-3		ading & Loader Rental	503-520-98050	9,000.00
	220404-4	4/22 WWP All Level	ing & Discing	503-520-98050	7,300.00
	220404-5	4/22 WWP All Borde	ering	503-520-98050	1,100.00
8492	4/13/2022	02386	American Office Solutions, LLC		867.1
	18041	8/21 ADMIN Compu	iter - J. Chavez Code Enforcement	101-405-84010	867.19
58493	4/13/2022	02546	AT&T Corp.		144.9
	220900870	4/22 PD Internet (50	000002334)	101-413-72030	144.90
58494	4/13/2022	1112	Billingsley Tire Service		2,293.1
	266886	-	intenance for Unit #C225	101-413-84060	842.77
	267247	-	intenance for Unit #C31	101-413-84060	129.95
	267251	3/22 PD Vehicle Ma	intenance for Unit #C31	101-413-84060	1,320.38
58495	4/13/2022	1133	Bureau of Reclamation		44,521.4
	0003755	4/22 WP March 202		501-503-80010	21,809.28
	0003755	-	2 CVPIA Restoration307AF	501-503-80010	6,895.22
	0003755		2 Trinity PUD Assessment 307AF	501-503-80010	46.05
	0003755	4/22 WP June 2022		501-503-80010	30,902.40
	0003755	4/22 WP March 202	2 EStimate -215Ar	501-503-80010	-15,131.52
58496	4/13/2022	02594	Cintas Corporation #3	101 101 70100	361.3
	4115661165		Uniforms & Mats W4/6	101-431-70100	15.82
	4115661165		e Uniforms & Mats W4/6	101-432-84030	10.95
	4115661165		Uniforms & Mats W4/6 Uniforms & Mats W4/6	107-422-70100	65.25 28.88
	4115661165 4115661165	,	Uniforms & Mats W4/6	501-503-70100 501-508-70100	65.25
	4115661165		Uniforms & Mats W4/6	502-510-70100	65.25
	4115661165	, , ,	ee Uniforms & Mats W4/6	503-520-70100	28.87
	4115661165		Uniforms & Mats W4/6	503-521-70100	65.24
	4115661165		Iniforms & Mats W4/6	504-535-70100	15.82
58497	4/13/2022	1224	Coalinga Hardware		173.5
	795981	8/20 FD Misc Suppli	-	101-416-70440	13.63
	796527	9/20 FD Misc Suppli		101-416-70440	5.79
	796529	9/20 FD Misc Suppli		101-416-70440	6.81
	801307	5/21 FD Misc Suppli		101-416-70440	13.64
	803700	8/21 FD Misc Suppli		101-416-70440	16.55
	807943	3/22 PW Zip Ties for		501-508-70140	3.93
	807943	3/22 PW Zip Ties for		502-510-70140	3.93
	808188	4/22 PW Water Hos		501-508-84030	14.49
	808188	4/22 PW Water Hos		502-510-84030	14.49
	808188	4/22 PW Water Hos		503-521-84030	14.49
		,			
	808194	4/22 FD Chainsaw P	arts	101-416-70060	38.29

Expense Approval i	Report				Payment Dates: 4/1/2022 - 4/30/2022
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	808275	4/22 FD Supplies for I	Kitchen Remodel	101-416-84030	9.93
68498	4/13/2022	1243	Cook's Communications		125.46
08498	4/15/2022 150413	3/22 FD Radio Repair		101-416-84070	125.46
68499	4/13/2022 570812	1288 4/22 PD Livescans	Department of Justice	101-413-88100	1,827.00 1,827.00
68500	4/13/2022 20908	02584 3/22 FD Training Cou	Eric Beasley rse Reimb - E. Beasley	101-416-86010	475.00 475.00
68501	4/13/2022 CALEM40255	1356 4/22 FD Station Supp	Fastenal Company lies	101-416-70450	205.50 205.50
68502	4/13/2022 0003754	1397 2/22 CD Multi Jurisdie	Fresno Council of Governments ctional Housing Element Cy 6	101-404-88160	10,000.00 10,000.00
68503	4/13/2022 SO19276	1407 3/22 PD RMS/JMS/C4	Fresno County Sheriff AD - March 2022	101-413-88100	352.00 352.00
68504	4/13/2022	02379	Geotab USA, Inc.		98.75
	IN301873	3/22 PW GPS Sweepe		101-440-88100	59.25
	IN301873	3/22 SS GPS Sweeper	rs & ATV's	504-535-88100	39.50
68505	4/13/2022	02192	Gimme Love Animal Shelter		1,800.00
00000	421	3/22 PD Shelter Servi		101-415-88100	1,800.00
68506	4/13/2022	1446	Granite Construction Company		77.74
	2203389	3/22 PW Sand for Gas	s Line	502-510-70130	77.74
68507	4/13/2022	1494	Interstate Gas Services, Inc.		5,365.00
	7021649		ulting for March 2022	501-503-88100	2,220.00
	7021649		ulting for March 2022	502-510-88100	2,035.00
	7021649		ulting for March 2022	503-520-88100	1,110.00
68508	4/12/2022	02000	Katab Environmental Inc		020.00
68508	4/13/2022 2935	02600 4/22 BLDG Mold Test	Katch Environmental Inc.	101-432-84030	920.00 920.00
			-		
68509	4/13/2022	1571	L.N. Curtis & Sons	404 442 00040	347.76
	INV581410	3/22 PD Equipment		101-413-98040	347.76
68510	4/13/2022	1583	Leaf		855.46
	13087854	4/22 CC Copier Lease		101-401-84010	27.26
	13087854	4/22 CD Copier Lease		101-404-84010	27.26
	13087854	4/22 CM Copier Lease	e	101-405-84010	27.26
	13087854	4/22 FIN Copier Lease	e	101-406-84010	5.23
	13087854	4/22 HR Copier Lease		101-408-84010	67.12
	13087854	4/22 HR Copier Lease		101-408-84010	27.26
	13087854	4/22 PD Copier Lease		101-413-84010	244.83
	13087854	4/22 FD Copier Lease		101-416-84010	113.83
	13087854	4/22 HR Copier Lease		107-422-84010	2.63
	13087854	4/22 HR Copier Lease		117-416-84010	15.79
	13087854	4/22 FIN Copier Lease	e	501-406-84010	69.78
	13087854	4/22 HR Copier Lease		501-406-84010	5.26
	13087854	4/22 HR Copier Lease		501-503-84010	7.90
	13087854	4/22 WP Copier Lease	e	501-503-84010	27.24
	13087854	4/22 HR Copier Lease		501-508-84010	9.21
	13087854	4/22 FIN Copier Lease	e	502-406-84010	61.05
	13087854	4/22 HR Copier Lease	2	502-406-84010	5.26
	13087854	4/22 HR Copier Lease	2	502-510-84010	9.21
	13087854	4/22 PW Copier Lease	e	502-510-84010	27.24
	13087854	4/22 HR Copier Lease	2	503-406-84010	1.97
	13087854	4/22 FIN Copier Lease	e	503-406-84010	34.89
	13087854	4/22 HR Copier Lease	2	503-520-84010	3.95

					rayment Dates: 4/1/2022 - 4/30/2022
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	13087854	4/22 WWP Copier Le	ase	503-520-84010	27.24
	13087854	4/22 HR Copier Lease		503-521-84010	1.32
	13087854	4/22 HR Copier Lease	2	504-406-84010	0.66
	13087854	4/22 FIN Copier Lease	e	504-406-84010	3.49
	13087854	4/22 HR Copier Lease		820-610-84010	1.32
68512	4/13/2022	1593	Life Assist, Inc.		575.64
	1195404	4/22 FD Medical Sup	plies	117-416-75000	260.00
	1195556	4/22 FD Medical Sup	plies	117-416-75000	315.64
68513	4/13/2022	02570	Linde Gas & Equipment Inc.		11.04
	67557860	11/21 FD Finance Cha		117-416-75000	11.04
68514	4/13/2022	1655	Moreno's Plumbing		202.98
	002718	3/22 AP Toilet Leak R	lepair	101-435-84030	202.98
68515	4/13/2022	1661	Mountain Valley Pest Control, Inc.		56.00
	110423	3/22 BLDG Pest Cont	rol Service	101-432-84030	28.00
	110424	3/22 FD Pest Control	Services	101-416-84050	28.00
68516	4/13/2022	1722	PG&E 1533-5		78,762.81
	0003757	705841037 7th & Elm	n FD Horn	101-416-72020	38.78
	0003757	7053841272 300 W E	Im FD Lights	101-416-72020	1,653.84
	0003757	7053841516 PD/Jail/	City Hall	101-432-72020	5,172.84
	0003757	795617993 240 N 6th	n St	101-432-72020	1,148.90
	0003757	7053841771 27500 P	helps Ave Ste 1	101-435-72020	120.91
	0003757	7053841565 NW Cor	Phelps-Airport Lights	101-435-72020	1,051.65
	0003757	7053841899 27500 P		101-435-72020	17.84
	0003757	7054189141 Sunset &	& 5th Ave	101-440-72011	9.56
	0003757	7053841177 300 Coa	linga Plaza - Pedestal Frame Par	101-440-72011	11.91
	0003757	7053841936 408 S 5t	-	101-440-72011	11.92
	0003757		& Washington-Wtr Ftn	101-440-72011	23.82
	0003757	7053841050 5th & Ce		101-440-72011	41.69
	0003757		lm Arpt 3144 Term Bldg	110-424-72021	135.91
	0003757		Im Arpt 3144 Term Bldg	110-424-72021	1,014.26
	0003757		Im Arpt 3144 Term Bldg	110-424-72021	881.17
	0003757	7053841244 TR 5344		110-424-72021	184.94
	0003757		Warthan & Meadows	110-424-72021	814.11
	0003757	7053841429 TR 5339		110-424-72021	354.58
	0003757		set St Project PM#30257800	110-424-72021	93.16
	0003757	-	Im Street Light Inv Proj	110-424-72021	91.02
	0003757		Sandalwood Const Jayne & Willow	110-424-72021	125.14
	0003757		Im Street Light Inv Proj	110-424-72021	90.84
	0003757	7055365996 Elm & S	• •	110-424-72021	114.75
	0003757		lm Arpt 3144 Term Bldg	110-424-72021	112.67
	0003757		helps Ave (West of Posa Chanet)	110-424-72021	105.35
	0003757		Im Arpt 3144 Term Bldg	110-424-72021	2,764.68
	0003757		Spano Ent Posa Chanet	110-424-72021	104.99
	0003757	7053841979 City Yar	1	110-424-72021	177.46
	0003757	3289090333 260 1/2		110-424-72021	168.04
	0003757	7053841397 Cambrid	-	110-424-72021	141.22
	0003757	3443128041 TR 5246		110-424-72021	136.96
	0003757	7053841157 240 W E	1	110-424-72021	92.14
	0003757	7053841157 240 W E		110-424-72021	200.92
	0003757		st & Forest Landscap Trees	110-424-72021	9.53
					9.53 259.91
	0003757	7053841505 Cambrid		110-424-72021	
	0003757	7058903139 Tache W		110-424-72021	13.50
	0003757	7053841349 160 W E		110-424-72021	23.64
	0003757		we Btwn 3rd St & 5th St	110-424-72021	40.50
	0003757		Im Street Light Inv Proj	110-424-72021	44.27
	0003757	7050256422 6th & D	unan	110-424-72021	85.74

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0003757	705381308 Van Nes	s & Elm	110-424-72021	45.91
	0003757	7051816617 Jayne A	Ave Willow Springs	110-424-72021	77.16
	0003757	7053841848 SE Juni	per Rdg Sprinklers	110-424-72021	24.24
	0003757	1638874976 25 1/2	W Polk	110-424-72021	71.16
	0003757	3249826069 TR 449	2 Fox Hollow II	110-424-72021	70.92
	0003757	7053841501 410 El I	Rancho Blvd	110-424-72021	29.86
	0003757	7053841694 160 W	Elm	110-424-72021	30.59
	0003757	7053841913 N/S Va	lley St Lights	110-424-72021	46.29
	0003757	3443128611 TR 449	2 Fox Hollow II @ Frst & Cox	110-424-72021	47.27
	0003757	7053841379 Polk &	Forest Ave	110-424-72021	70.30
	0003757	7053841990 160 W	Elm	110-424-72021	20.39
	0003757	7053841014 160W E	Elm Arpt 3144 Term Bldg	110-424-72021	20.39
	0003757	7053841365 Longho	llow & Echo Canyon	110-424-72021	19.84
	0003757	7053841881 140 E C	Ourian Prkg Lot Lights	110-424-72021	17.84
	0003757	7053841534 160 W	Elm Street Light Inv Proj	110-424-72021	-3.19
	0003757	7050007234 Coolidg	ge N Hachman	110-424-72021	9.26
	0003757	7054518044 Coolidg	ge N Hachman	110-424-72021	9.26
	0003757	7053841026 160W B	Elm Arpt 3144 Term Bldg	110-424-72021	215.91
	0003757	7053841661 Forest	& 5th	110-424-72021	9.46
	0003757	7053841909 200 El I	Rancho Blvd Irrigation Crtl	110-424-72021	9.53
	0003757	7053841206 Crn Pos	sa & San Sim Lift Station	110-424-72021	9.53
	0003757	3443128372 TR 524	6 Phase I Stallion Sprg Sac & Frs	110-424-72021	50.76
	0003757	7053841535 160 W	Elm Street Light Inv Proj	110-424-72021	63.57
	0003757	7053841842 350 El I	Rancho Blvd Irrigation Ctrl	110-424-72021	9.53
	0003757	7053841791 745 W	Forest Ave Landscape	110-424-72021	9.53
	0003757	7053841619 Monter	rey & Tyler	110-424-72021	9.55
	0003757	7053841485 Washir	ngton & Fresno	110-424-72021	9.55
	0003757	7053841439 Phelps	& La Cuesta	110-424-72021	10.85
	0003757	3443128775 TR 520	8 Spano Ent Posa Chanet	110-424-72021	11.82
	0003757	9713313248 25 1/2	W polk Traffic Control	110-424-72021	88.66
	0003757	7053841023 Monter	rey & Tyler Clock	110-424-72021	9.53
	0003757	7053841171 SW SW	7 20 15 Booster Station	501-503-72020	161.70
	0003757	7053841526 25034	Palmer Ave	501-503-72020	42,604.01
	0003757	7053841131 SW Crn	Gale & Derrick Wtr Mtr	501-503-72020	9.53
	0003757	7053841518 NW NV	V 31 20 16 Chlorine Booster	501-503-72020	17.19
	0003757	7053841864 NE SW	31 20 15 Water Ctrl	501-503-72020	22.17
	0003757	7053841615 SW SW	SW 18 20 16 Reservoir	501-503-72020	23.57
	0003757	7053841684 NW NV	V 11 20 15 Water Dept	501-503-72020	35.31
	0003757	7056027714 NE 11 2	20 15	501-503-72020	57.53
	0003757	7053841036 NE SW	26 19 15 Booster Station	501-503-72020	2,436.74
	0003757	7053841979 City Ya	rd	501-508-72020	177.47
	0003757	7053841123 Cherry	Ln	502-510-72020	72.55
	0003757	7053841783 Califorr	nia Alley	502-510-72020	64.45
	0003757	7053841574 Coaling	a Alley Madison & Mont	502-510-72020	65.20
	0003757	-	Pleasant & E Warthan	502-510-72020	53.04
	0003757	7053841657 Behind	595 Roosevelt Alley Light	502-510-72020	49.76
	0003757	7053841312 Thomp	son Btwn Valley & Polk	502-510-72020	46.15
	0003757	7053841243 Pine Al	ley	502-510-72020	77.25
	0003757	7053841066 NE Crn	Harvard & College	502-510-72020	13.77
	0003757	7053841358 College	e Alley S Side Cat Pro	502-510-72020	63.42
	0003757	7053841979 City Ya		502-510-72020	177.47
	0003757	7053841697 Baker A	•	502-510-72020	96.12
	0003757	7053841102 N end o	•	502-510-72020	46.76
	0003757	7053841466 Fres All		502-510-72020	89.11
	0003757	7056603692 SE 33 2		503-520-72020	1,520.39
	0003757	7052100780 NE SE 3	33 20 15 WWP	503-520-72020	11,209.64
	0003757	7053841845 Sewer		503-521-72020	100.49
	0003757	7053841367 Sewer		503-521-72020	32.12
	0003757	7053841328 Sewer	Lift Pump P/L	503-521-72020	147.42

Payment Number 68523 68524 68525 68526 68526	Payable Number 0003757 0003757 4/13/2022 033122 033122 033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 0/13/2022 09 14	7053841979 City Yard 7053841194 Sewer Lift 02318 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repu 1804 4/22 WP March 2022 Est	Quadient Finance USA, Inc. Raul Herrera Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF ctual 307AF	Account Number 503-521-72020 503-521-72020 501-406-70030 502-406-70030 503-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010 501-503-80010	Payment Amount Item Amount 177.46 304.69 300.00 120.00 69.00 69.00 6.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52 38,182.40
68523 68524 68525 68526 68527	0003757 0003757 4/13/2022 033122 033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 0003756 0003756	7053841979 City Yard 7053841194 Sewer Lift 02318 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 Esti 1821 2/22 ADMIN CDBG CV 2	Pump Echo Quadient Finance USA, Inc. Raul Herrera Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF ctual 307AF imate 380AF	503-521-72020 503-521-72020 501-406-70030 502-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	177.46 304.69 300.00 120.00 105.00 69.00 6.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68523 68524 68525 68526 68527	0003757 4/13/2022 033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	7053841194 Sewer Lift 02318 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 E 4/22 WP March 2022 E 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	Quadient Finance USA, Inc. Raul Herrera Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF ctual 307AF imate 380AF	503-521-72020 501-406-70030 502-406-70030 503-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	304.69 300.00 120.00 105.00 69.00 6.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68523 68524 68525 68526 68527	4/13/2022 033122 033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	02318 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	Quadient Finance USA, Inc. Raul Herrera Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF ctual 307AF imate 380AF	501-406-70030 502-406-70030 503-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	300.00 120.00 105.00 69.00 6.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68524 68525 68526 68527	033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repairs 1804 4/22 WP March 2022 Estimation 4/22 WP May 2022 Estimation 1821 2/22 ADMIN CDBG CV 2010 	Raul Herrera Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF ctual 307AF imate 380AF	502-406-70030 503-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	120.00 105.00 69.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68524 68525 68526 68527	033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repairs 1804 4/22 WP March 2022 Estimation 4/22 WP May 2022 Estimation 1821 2/22 ADMIN CDBG CV 2010 	Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	502-406-70030 503-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	105.00 69.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68524 68525 68526 68527	033122 033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	 3/22 FIN Postage 3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repairs 1804 4/22 WP March 2022 Estimute 4/22 WP May 2022 Estimute 1821 2/22 ADMIN CDBG CV 2010 	Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	503-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	69.00 6.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68524 68525 68526 68527	033122 033122 4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	3/22 FIN Postage 3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	503-406-70030 504-406-70030 101-408-89050 111-422-98971 501-503-80010 501-503-80010	69.00 6.00 200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68524 68525 68526 68527	4/13/2022 COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	3/22 FIN Postage 1755 3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	101-408-89050 111-422-98971 501-503-80010 501-503-80010	200.00 200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68525 68526 68527	COALPD-MAR29-2022 4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	3/22 HR Polygraph - V. 1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 Est 4/22 WP May 2022 Est 1821 2/22 ADMIN CDBG CV 2	Carias RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	111-422-98971 501-503-80010 501-503-80010	200.00 3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68525 68526 68527	4/13/2022 13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	1771 3/22 PW Fresno St Repa 1804 4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	RMA Geoscience, Inc. aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	111-422-98971 501-503-80010 501-503-80010	3,133.00 3,133.00 47,616.24 -21,376.68 30,810.52
68526 68527	13770 4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	3/22 PW Fresno St Rep 1804 4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	aving (Washington-Harvard) San Luis & Delta-Mendota stimate -213AF .ctual 307AF imate 380AF	501-503-80010 501-503-80010	3,133.00 47,616.24 -21,376.68 30,810.52
68526 68527	4/13/2022 0003756 0003756 0003756 4/13/2022 09 14	1804 4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	San Luis & Delta-Mendota stimate -213AF ctual 307AF imate 380AF	501-503-80010 501-503-80010	47,616.24 -21,376.68 30,810.52
68527	0003756 0003756 0003756 4/13/2022 09 14	4/22 WP March 2022 E 4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	stimate -213AF .ctual 307AF imate 380AF	501-503-80010	-21,376.68 30,810.52
68527	0003756 0003756 4/13/2022 09 14	4/22 WP March 2022 A 4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	ctual 307AF imate 380AF	501-503-80010	30,810.52
68527	0003756 4/13/2022 09 14	4/22 WP May 2022 Esti 1821 2/22 ADMIN CDBG CV 2	imate 380AF		,
68527	4/13/2022 09 14	1821 2/22 ADMIN CDBG CV 2		501-503-80010	38,182.40
	09 14	2/22 ADMIN CDBG CV 2	Self Help Enterprises		
	09 14	2/22 ADMIN CDBG CV 2	Sell help Litter prises		7,959.61
	14	•	2 & 3 Grant Fees	303-405-88117	3,268.47
68528				303-405-88117	4,691.14
68528		4005			
			Shred-It USA	101 100 70010	236.51
		7/21 HR Shred-IT		101-408-70010	120.62
		7/21 PW Shred-IT		107-422-70010	4.73
		7/21 FD Shred-IT		117-416-70010	28.38
		7/21 FIN Shred-IT		501-406-70010	9.46
		7/21 WP Shred-IT		501-503-70010	14.19
		7/21 PW Shred-IT		501-508-70010	16.56
		7/21 FIN Shred-IT		502-406-70010	9.46
		7/21 PW Shred-IT		502-510-70010	16.56
	8180743779	7/21 FIN Shred-IT		503-406-70010	3.55
	8180743779	7/21 WWP Shred-IT		503-520-70010	7.10
	8180743779	7/21 PW Shred-IT		503-521-70010	2.37
	8180743779	7/21 FIN Shred-IT		504-406-70010	1.18
	8180743779	7/21 RDA Shred-IT		820-610-70010	2.35
68529			SWCA Environmental Consultants		3,066.68
	143366	4/22 PW CMAQ Trail Ro	oject (1, 2, 13, & 14) ES	305-422-98974	3,066.68
68530	4/13/2022	1920	Thomson Reuters/Barclays		564.07
	846129531	4/22 PD Online/Softwa	re Subscription Charges	101-413-88040	564.07
68531	4/13/2022	1931	Trans Union, LLC		60.00
	0322789	3/22 PD Livescans		101-413-88100	60.00
68532	4/13/2022	1935	Tri-City Engineering		2,338.75
	2902-12	3/22 FD Parking Lot Imp	provements	117-416-84050	2,338.75
68533	4/13/2022	1973	Verizon Wireless Services, LLC		1,341.22
	9903098009	3/22 CC Council Membe	er 401-5846 (516264995-00002)	101-401-72030	38.01
	9903098009	3/22 CC Council Membe	er 401-5863 (516264995-00002)	101-401-72030	38.01
	9903098009	3/22 CC Council Membe	er 401-5853 (516264995-00002)	101-401-72030	38.01
	9903098009	-	er 401-5885 (516264995-00002)	101-401-72030	38.01
	9903098009		er 401-5850 (516264995-00002)	101-401-72030	38.01
			630-2536 (516264995-00002)	101-404-72030	50.24
			698-4142 (516264995-00002)	101-431-72030	50.24
		3/22 AP 381-1120 Acct	, , ,	101-435-72030	39.59
	9903098009	-	6 Acct 516264995-00002	501-406-72030	20.10
			46 Acct 516264995-00002	501-503-72030	45.02
			4004 Acct 516264995-00002	501-503-72030	57.77

					,
	Payment Date	Vendor #			Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
	9903098009	3/22 WP R. Trevino 1	00% 383-4579(516264995-00002)	501-503-72030	50.96
	9903098009	3/22 WP Primary 383	-4514 Acct 516264995-00002	501-503-72030	50.24
	9903098009	3/22 WP On-call 341-	9613 Acct 516264995-00002	501-503-72030	50.24
	9903098009	3/22 PW Director 209	% 341-4461 (516264995-00002)	501-503-72030	7.23
	9903098009	3/22 WP iPad-2 383-4	4121 Acct 516264995-00002	501-503-72030	45.02
	9903098009	3/22 PW UB Tablet 1	34% 401-9110(516264995-00002)	501-508-72030	19.64
	9903098009	3/22 PW UB Tablet 5	34% 401-9321(516264995-00002)	501-508-72030	19.64
	9903098009	3/22 PW UB Tablet 4	34% 401-9315(516264995-00002)	501-508-72030	19.64
	9903098009	3/22 PW UB Tablet 3	34% 401-9312(516264995-00002)	501-508-72030	19.64
	9903098009	3/22 PW Stand by 34	% 383-4014 (516264995-00002)	501-508-72030	17.08
	9903098009	3/22 PW UB Tablet 6	34% 401-9323(516264995-00002)	501-508-72030	19.64
	9903098009	3/22 PW UB Tablet 2	34% 401-9271(516264995-00002)	501-508-72030	19.64
	9903098009	3/22 PW Superv 34%	974-1257 Acct 516264995-00002	501-508-72030	17.49
	9903098009	3/22 PW Tablet 34%	240-3695 Acct 516264995-00002	501-508-72030	12.92
	9903098009	3/22 PW Director 209	% 341-4461 (516264995-00002)	501-508-72030	7.23
	9903098009	3/22 PW 381-1988 35	5% Acct 516264995-00002	502-406-72030	17.58
	9903098009	3/22 Field Supervisor	50% Acct 516264995-00002	502-510-72030	25.73
	9903098009	3/22 PW Superv 33%	974-1257 Acct 516264995-00002	502-510-72030	16.98
	9903098009	3/22 PW Director 209	% 341-4461 (516264995-00002)	502-510-72030	7.22
	9903098009	3/22 PW UB Tablet 1	33% 401-9110(516264995-00002)	502-510-72030	19.06
	9903098009	3/22 PW Stand by 33	% 383-4014 (516264995-00002)	502-510-72030	16.58
	9903098009	3/22 PW UB Tablet 2	33% 401-9271(516264995-00002)	502-510-72030	19.06
	9903098009	3/22 PW UB Tablet 3	33% 401-9312(516264995-00002)	502-510-72030	19.06
	9903098009	3/22 PW UB Tablet 4	33% 401-9315(516264995-00002)	502-510-72030	19.06
	9903098009	3/22 PW UB Tablet 6	33% 401-9323(516264995-00002)	502-510-72030	19.06
	9903098009	3/22 PW Tablet 33%	240-3695 Acct 516264995-00002	502-510-72030	12.54
	9903098009	3/22 PW UB Tablet 5	33% 401-9321(516264995-00002)	502-510-72030	19.06
	9903098009	3/22 PW 381-1988 23	3% Acct 516264995-00002	503-406-72030	11.56
	9903098009	3/22 WWP Wifi 383-4	4044 Acct 516264995-00002	503-520-72030	42.37
	9903098009	3/22 WWP 341-3958	Acct 516264995-00002	503-520-72030	12.47
	9903098009	3/22 PW Director 209	% 341-4461 (516264995-00002)	503-520-72030	7.23
	9903098009	3/22 PW UB Tablet 6	33% 401-9323(516264995-00002)	503-521-72030	19.06
	9903098009	3/22 Field Supervisor	50% Acct 516264995-00002	503-521-72030	25.73
	9903098009		33% 401-9315(516264995-00002)	503-521-72030	19.06
	9903098009		33% 401-9312(516264995-00002)	503-521-72030	19.06
	9903098009		33% 401-9271(516264995-00002)	503-521-72030	19.06
	9903098009		33% 401-9110(516264995-00002)	503-521-72030	19.06
	9903098009		974-1257 Acct 516264995-00002	503-521-72030	16.98
	9903098009		% 383-4014 (516264995-00002)	503-521-72030	16.58
	9903098009		% 341-4461 (516264995-00002)	503-521-72030	7.22
	9903098009		33% 401-9321(516264995-00002)	503-521-72030	19.06
	9903098009	-	240-3695 Acct 516264995-00002	503-521-72030	12.54
	9903098009	-	% Acct 516264995-00002	504-406-72030	1.00
	9903098009	3/22 Transit M.Garcia	a 246-6243 (516264995-00002)	506-540-72030	32.90
68537	4/13/2022	1993	West Hills Oil, Inc.		7,885.96
	73441	3/22 PW Fuel for Mar		101-440-70160	109.89
	73441	3/22 PW Fuel for Ma		107-422-70160	109.87
	73441	3/22 WP Fuel for Ma		501-503-70160	206.91
	73441	3/22 PW Fuel for Mai	rch 2022	501-508-70160	649.38
	73441	3/22 PW Fuel for Ma		502-510-70160	649.38
	73441	3/22 PW Fuel for Ma		503-521-70160	649.37
	73442	3/22 WP Fuel for Ma		501-503-70160	947.70
	73442	3/22 WWP Fuel for N		503-520-70160	236.93
	73443	3/22 FIN Fuel for Mar		501-406-70160	220.58
	73443	3/22 FIN Fuel for Mar		502-406-70160	193.01
	73443	3/22 FIN Fuel for Mar		503-406-70160	126.83
	73443	3/22 FIN Fuel for Mar		504-406-70160	11.03
	73444	3/22 PW Fuel for Ma		501-508-70160	589.02
	73444	3/22 PW Fuel for Ma		502-510-70160	589.02

5/12/2022 12:11:21 PM

ayment Number	Payment Date Payable Number	Vendor # Description Ve	endor Name	Account Number	Payment Amoun Item Amount
	73444	3/22 PW Fuel for March 2	2022	503-521-70160	589.01
	73445	3/22 SS Fuel for March 20		504-535-70160	2,008.03
8539	4/13/2022	1997 W	/estside Supply		417.2
	14605	3/22 PW Water Part Supp	plies	501-508-70140	140.59
	14605	3/22 PW Marking Flags -	Yellow	502-510-70140	13.73
	14678	3/22 PW Part Supplies		501-508-70140	194.96
	P220331	3/22 PW Cylinder Rental		501-508-70140	42.50
	S220331	3/22 SVC Cylinder Rental		101-431-70150	25.50
8540	4/13/2022		aneth Ibarra		307.4
	20803	4/22 ADMIN Meal & Mile	eage Reimb - Y. Ibarra	101-405-86010	307.49
8541	4/18/2022		B&T Columbus Bank & Tr		384.5
	0003776	Unreimbursed Medical		950-000-34500	384.57
8542	4/18/2022		ty Employee Contrib. As		75.0
	0003764	CECA Dues		950-000-33000	75.00
8543	4/18/2022		oalinga Firefighters		940.0
	0003765	Fire Union Dues		950-000-33300	900.00
	0003770	Fire Union Dues		950-000-33300	40.00
8544	4/18/2022		oalinga Peach Officer's A		745.9
	0003768	Mastagni Law Firm		950-000-33200	245.00
	0003771	CPOA Dues		950-000-33200	245.00
	0003772	PORAC Dues		950-000-33200	255.92
3545	4/18/2022	1384 Fr	anchise Tax Board		225.0
	0003766	FTB Sacramento		950-000-34010	225.00
8546	4/18/2022	1487 IC	MA 457 Retirement Trus	t	11,269.5
	0003758	457 ICMA EE\$ / ER%		950-000-32100	2,314.74
	0003759	457 ICMA \$\$ Gen		950-000-32100	270.00
	0003760	457 ICMA % General		950-000-32100	8,684.81
8547	4/18/2022		egal Shield		148.1
	0003767	Pre-Paid Legal Shield		950-000-34060	148.19
8548	4/18/2022	02043 N	ew York Life Insurance		516.5
	0003769	New York Life		950-000-32400	516.56
8549	4/18/2022		EIU Local 521 - Dues W/H		682.9
	0003773	SEIU COPE		950-000-33000	40.00
	0003774	SEIU Dues		950-000-33000	642.90
8550	4/21/2022		merican Office Solutions		652.9
	19056	5/22 ADMIN IT Monthly (•	101-401-88040	28.81
	19056	5/22 CD IT Monthly Cont	-	101-404-88040	38.41
	19056	5/22 ADMIN IT Monthly (101-405-88040	28.81
	19056	5/22 FIN IT Monthly Cont	-	101-406-88040	5.18
	19056	5/22 HR IT Monthly Cont	-	101-408-88040	19.59
	19056	5/22 HR IT Monthly Cont	•	107-422-88040	0.77
	19056	5/22 PW IT Monthly Cont		107-422-88040	34.57
	19056	5/22 HR IT Monthly Cont	-	117-416-88040	4.61
	19056	5/22 HR IT Monthly Cont	-	501-406-88040	1.54
	19056	5/22 FIN IT Monthly Cont	•	501-406-88040	69.13
	19056	5/22 HR IT Monthly Cont	ract- Backup	501-503-88040	2.30
	19056	5/22 PW IT Monthly Cont	-	501-503-88040	51.85
	19056	5/22 HR IT Monthly Cont	-	501-508-88040	2.69
	19056	5/22 PW IT Monthly Cont	•	501-508-88040	34.57
	19056	5/22 FIN IT Monthly Cont	tract- Backup	502-406-88040	60.49
	19056	5/22 HR IT Monthly Cont		502-406-88040	1.54

Expense Approvan	(cpoir				
	Payment Date	Vendor #			Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
	19056	5/22 HR IT Monthly	Contract- Backup	502-510-88040	2.69
	19056	5/22 PW IT Monthly	/ Contract- Backup	502-510-88040	86.42
	19056	5/22 FIN IT Monthly	<pre>/ Contract- Backup</pre>	503-406-88040	34.57
	19056	5/22 HR IT Monthly	Contract- Backup	503-406-88040	0.58
	19056	5/22 PW IT Monthly	/ Contract- Backup	503-520-88040	69.13
	19056	5/22 HR IT Monthly	Contract- Backup	503-520-88040	1.15
	19056	5/22 PW IT Monthly	/ Contract- Backup	503-521-88040	69.11
	19056	5/22 HR IT Monthly	Contract- Backup	503-521-88040	0.38
	19056	5/22 HR IT Monthly	Contract- Backup	504-406-88040	0.19
	19056	5/22 FIN IT Monthly	<pre>/ Contract- Backup</pre>	504-406-88040	3.46
	19056	5/22 HR IT Monthly	Contract- Backup	820-610-88040	0.38
68552	4/21/2022	02069	AT&T 2005		3,376.63
00002	000018059396	3/22 PD Multi-line 5		101-413-72030	1,075.69
	000018059396	3/22 PD Crime Tip L		101-413-72030	22.57
	000018059396	3/22 PD Chief 559-9		101-413-72030	43.18
	000018059396	3/22 PD Business Al		101-413-72030	22.43
	000018059396	3/22 PD Multi-line 5	559-935-8497	101-413-72030	1,075.69
	000018059396	3/22 PD 559-935-60	008	101-413-72030	21.41
	000018059396	3/22 FD 559-935-16	551	101-416-72030	104.21
	000018059396	3/22 Admin Fax 559	9-935-0789	101-432-72030	229.94
	000018059396	3/22 Graffiti Hotline	e 559-935-3282	101-432-72030	20.76
	000018059396	3/22 Bldg. Maint. 5	59-935-3050	101-432-72030	34.70
	000018059396	3/22 City Hall Mode	em 559-934-1306	101-432-72030	43.18
	000018059396	3/22 City Hall Main	559-935-1532	101-432-72030	257.28
	000018059396	3/22 AP Weather 5	59-935-5960	101-435-72030	83.00
	000018059396	3/22 AP Maint. 559	-935-8594	101-435-72030	20.76
	000018059396	3/22 WP 559-935-1	889	501-503-72030	22.43
	000018059396	3/22 WP Alarm 559	-935-3022	501-503-72030	63.93
	000018059396	3/22 PW Yard 559-9	935-1185	502-510-72030	147.42
	000018059396	3/22 Sewer Plant 55	59-935-2275	503-520-72030	20.76
	000018059396	3/22 WWP Lift Stati	on 559-935-5518	503-521-72030	22.43
	000018059396	3/22 New Lift Static	on 559-935-1896	503-521-72030	22.43
	000018059396	3/22 Echo Canyon L	ift Station 559-935-1875	503-521-72030	22.43
68554	4/21/2022	02097	AT&T 2006		131.20
	000018059424	3/22 PD Dispatch 55	59-935-1525	101-413-72030	65.59
	000018059424	3/22 Courthouse 55	9-935-1560	101-432-72030	43.18
	000018059424	3/22 PW 559-935-5	004	107-422-72030	5.61
	000018059424	3/22 PW 559-935-5	004	501-508-72030	5.61
	000018059424	3/22 PW 559-935-5	004	502-510-72030	5.61
	000018059424	3/22 PW 559-935-5	004	503-521-72030	5.60
68555	4/21/2022	02080	AT&T 4050		1,178.40
00000	000018055234	4/22 Internet Svc A		101-408-72030	24.53
	000018055234	4/22 Internet Svc A		101-413-72030	697.43
	000018055234	4/22 Internet Svc A		101-432-72030	6.49
	000018055234	4/22 Internet Svc A		101-432-72030	72.15
	000018055234	4/22 Internet Svc A	cct 9391064050	101-432-72030	72.15
	000018055234	4/22 Internet Svc A	cct 9391064050	107-422-72030	0.96
	000018055234	4/22 Internet Svc A		107-422-72030	7.21
	000018055234	4/22 Internet Svc A	cct 9391064050	117-416-72030	5.77
	000018055234	4/22 Internet Svc A	cct 9391064050	501-406-72030	86.58
	000018055234	4/22 Internet Svc A	cct 9391064050	501-406-72030	1.92
	000018055234	4/22 Internet Svc A	cct 9391064050	501-503-72030	2.89
	000018055234	4/22 Internet Svc A	cct 9391064050	501-503-72030	10.82
	000018055234	4/22 Internet Svc A	cct 9391064050	501-508-72030	3.37
	000018055234	4/22 Internet Svc A	cct 9391064050	501-508-72030	7.21
	000018055234	4/22 Internet Svc A	cct 9391064050	502-406-72030	75.75
	000018055234	4/22 Internet Svc A	cct 9391064050	502-406-72030	1.92

	Payment Date	Vendor #		Payment Amou
ayment Number	Payable Number	Description Vendor Name	Account Number	Item Amount
	000018055234	4/22 Internet Svc Acct 9391064050	502-510-72030	3.37
	000018055234	4/22 Internet Svc Acct 9391064050	502-510-72030	18.04
	000018055234	4/22 Internet Svc Acct 9391064050	503-406-72030	0.72
	000018055234	4/22 Internet Svc Acct 9391064050	503-406-72030	43.29
	000018055234	4/22 Internet Svc Acct 9391064050	503-520-72030	1.44
	000018055234	4/22 Internet Svc Acct 9391064050	503-520-72030	14.43
	000018055234	4/22 Internet Svc Acct 9391064050	503-521-72030	14.43
	000018055234	4/22 Internet Svc Acct 9391064050	503-521-72030	0.48
	000018055234		504-406-72030	4.33
	000018055234	4/22 Internet Svc Acct 9391064050 4/22 Internet Svc Acct 9391064050	504-406-72030	0.24
	000018055234	4/22 Internet Svc Acct 9391064050 4/22 Internet Svc Acct 9391064050	820-610-72030	0.24
8557	4/21/2022	02082 AutoZone, Inc.	101 413 84050	807
	5919498015	3/22 PD Battery, Belts, & Pulley for #C17	101-413-84060	444.14
	5919499993	3/22 PD Battery for #C24	101-413-84060	407.37
	CM0000302	3/22 PD Battery Core Return for #C17	101-413-84060	-22.00
	CM0000303	3/22 PD Battery Core Return for #C24	101-413-84060	-22.00
3558	4/21/2022	1112 Billingsley Tire Service		461
	267246	3/22 PW Tires for Truck #19	107-422-84060	115.30
	267246	3/22 PW Tires for Truck #19	501-508-84060	115.31
	267246	3/22 PW Tires for Truck #19	502-510-84060	115.31
	267246	3/22 PW Tires for Truck #19	503-521-84060	115.30
8559	4/21/2022	1130 Bryant L. Jolley		49,000
	0003786	4/22 FY 2021 Audit	101-406-88030	9,800.00
	0003786	4/22 FY 2021 Audit	107-422-88030	1,470.00
	0003786	4/22 FY 2021 Audit	130-603-88101	2,450.00
	0003786	4/22 FY 2021 Audit	150-751-96501	
				2,450.00
	0003786	4/22 FY 2021 Audit	150-757-96505	2,450.00
	0003786	4/22 FY 2021 Audit	501-406-88030	7,350.00
	0003786	4/22 FY 2021 Audit	502-406-88030	7,350.00
	0003786	4/22 FY 2021 Audit	503-406-88030	7,350.00
	0003786	4/22 FY 2021 Audit	504-406-88030	980.00
	0003786	4/22 FY 2021 Audit	820-610-88030	7,350.00
3560	4/21/2022	1207 City of Coalinga		159
	0003788	4/22 Natural Gas Assistance - 41-02857-021	502-510-80100	120.39
	0003788	4/22 Natural Gas Assistance - 72-09053-015	502-510-80100	39.50
3561	4/21/2022	1212 City of Sanger		413
	IGT53-Coalinga	3/22 FD IGT Consulting for March 2022	117-416-88100	413.00
8562	4/21/2022	1224 Coalinga Hardware		178
	808281	4/22 PW Deck Sprayers	501-508-70060	29.49
	808281	4/22 PW Deck Sprayers	502-510-70060	29.50
	808316	4/22 CC Elks Lodge - Clean Up Misc Supplies	101-401-70440	55.84
	808320	4/22 FD Spanner Wrench for Front ffice	101-416-70060	18.61
	808336	4/22 FD Tools	101-416-70060	20.69
	808444	4/22 CC Elks Lodge - Clean Up Misc Supplies	101-401-70440	86.89
	CM0000304	4/22 CC Elks Lodge - Clean Op Misc Supplies 4/22 CC Elks Lodge - Misc Supplies Clean Up CR	101-401-70440	-62.06
	cimocococi		101 101 /0110	02.00
3563	4/21/2022	02595 Computershare Trust Compar		2,500
	02071352	3/22 WP Trustee Fee 2021 Series A & B	501-503-96500	1,250.00
	02071352	3/22 WWP Trustee Fee 2021 Series A & B	503-520-96500	1,250.00
8564	4/21/2022	1271 DataProse, Inc.		844
	3P60124	3/22 FIN 2022 Coalinga Clean Up Insert	501-406-70040	337.79
	3P60124	3/22 FIN 2022 Coalinga Clean Up Insert	502-406-70040	295.57
	3P60124	3/22 FIN 2022 Coalinga Clean Up Insert	503-406-70040	194.23
		3/22 FIN 2022 Coalinga Clean Up Insert	504-406-70040	16.89

0205126 0205126 0205126 0205126	50009 50009 50009	1271 3/22 FIN COVID 19 As	DataProse, Inc.		
3P60009 0205126 <td< td=""><td>60009 60009</td><td>3/22 FIN COVID 19 As</td><td></td><td></td><td>306.33</td></td<>	60009 60009	3/22 FIN COVID 19 As			306.33
68568 4/21/20 205126 0205126	60009		sistance 2022	501-406-70040	122.53
3P60009 68566 4/21/20 0205126 0205126 0205126 02		3/22 FIN COVID 19 As	sistance 2022	502-406-70040	107.22
68566 4/21/20 0205126 0205126 02		3/22 FIN COVID 19 As	sistance 2022	503-406-70040	70.46
0205126 0205126 <td< td=""><td>60009</td><td>3/22 FIN COVID 19 As</td><td>sistance 2022</td><td>504-406-70040</td><td>6.12</td></td<>	60009	3/22 FIN COVID 19 As	sistance 2022	504-406-70040	6.12
0205126 0205126 <td< td=""><td>•</td><td>02323</td><td>Deluxe Small Business Sales, Inc.</td><td></td><td>1,407.05</td></td<>	•	02323	Deluxe Small Business Sales, Inc.		1,407.05
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Tax</td><td></td><td>501-406-70030</td><td>46.35</td></td<>	51263838	4/22 FIN Tax		501-406-70030	46.35
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Shipping & P</td><td>-</td><td>501-406-70030</td><td>23.69</td></td<>	51263838	4/22 FIN Shipping & P	-	501-406-70030	23.69
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Final Notice</td><td></td><td>501-406-70040</td><td>437.20</td></td<>	51263838	4/22 FIN Final Notice		501-406-70040	437.20
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Minor Non G</td><td></td><td>501-406-70040</td><td>6.40</td></td<>	51263838	4/22 FIN Minor Non G		501-406-70040	6.40
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Perpendicula</td><td></td><td>501-406-70040</td><td>8.40</td></td<>	51263838	4/22 FIN Perpendicula		501-406-70040	8.40
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Final Notice</td><td></td><td>501-406-70040</td><td>40.80</td></td<>	51263838	4/22 FIN Final Notice		501-406-70040	40.80
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Shipping & P</td><td>rocessing</td><td>502-406-70030</td><td>20.73</td></td<>	51263838	4/22 FIN Shipping & P	rocessing	502-406-70030	20.73
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Tax</td><td></td><td>502-406-70030</td><td>40.55</td></td<>	51263838	4/22 FIN Tax		502-406-70030	40.55
0205126 0205126 <td< td=""><td>51263838</td><td>4/22 FIN Final Notice</td><td></td><td>502-406-70040</td><td>382.55</td></td<>	51263838	4/22 FIN Final Notice		502-406-70040	382.55
0205126 000000000000000000000000000000000000		4/22 FIN Perpendicula		502-406-70040	7.35
68569 68569 4/21/20 CALEMA 68570 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 4/21/20 CALEMA 68571 4/21/20 CALEMA		4/22 FIN Minor Non G		502-406-70040	5.60
0205126 000000000000000000000000000000000000		4/22 FIN Final Notice	Forms Backprinting	502-406-70040	35.70
0205126 000000000000000000000000000000000000	51263838	4/22 FIN Tax		503-406-70030	2.32
0205126 000000000000000000000000000000000000		4/22 FIN Tax		503-406-70030	26.65
68569 4/21/20 CALEMA 68570 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA 68571 4/21/20 CALEMA		4/22 FIN Shipping & P	-	503-406-70030	13.62
68569 68570 68571 6857 6857 6857 6857 6857		4/22 FIN Final Notice		503-406-70040	23.46
0205126 0205126 0205126 0205126 0205126 0205126 0205126 0205126 68568 4/21/20 242-184		4/22 FIN Final Notice		503-406-70040	251.39
0205126 0205126 0205126 0205126 0205126 0205126 0205126 0205126 68568 4/21/20 242-184 242-184 242-184 242-184 242-184 242-184 242-184 242-184 68569 4/21/20 CALEM4 68570 68571 4/21/20 2206417 2206417		4/22 FIN Minor Non G		503-406-70040	3.68
0205126 0205126 0205126 0205126 0205126 68568 4/21/20 242-184		4/22 FIN Perpendicula		503-406-70040	4.83
0205126 0205126 0205126 68568 4/21/20 242-184		4/22 FIN Shipping & P	-	504-406-70030	1.18
0205126 0205126 0205126 68568 4/21/20 242-184		4/22 FIN Perpendicula		504-406-70040	0.41
0205126 68568 4/21/20 242-184		4/22 FIN Minor Non G 4/22 FIN Final Notice		504-406-70040 504-406-70040	0.31 21.85
242-184 242-18	51263838	4/22 FIN Final Notice		504-406-70040	2.03
242-184 242-18	1/2022	02090	Domain Listings		288.00
242-184 242-18	-	(5/15/22-5/14/23) CC	Annual Website Domain Listing	101-401-86030	115.20
242-184 242-184 242-184 242-184 242-184 68569 4/21/20 CALEM4 68570 4/21/20 27381 68571 4/21/20 2206417 2206417	-1848	(5/15/22-5/14/23) PV	V Annual Website Domain Listing	107-422-86030	43.20
242-184 242-184 242-184 68569 4/21/20 CALEM4 68570 4/21/20 27381 68571 4/21/20 2206417 2206417	-1848	(5/15/22-5/14/23) WI	P Annual Website Domain Listing	501-503-86030	21.60
242-184 242-184 68569 4/21/20 CALEM4 68570 4/21/20 27381 68571 4/21/20 2206417 2206417	-1848	(5/15/22-5/14/23) PV	V Annual Website Domain Listing	501-508-86030	21.60
242-184 68569 4/21/20 CALEM4 68570 4/21/20 27381 68571 4/21/20 2206417 2206417	-1848	(5/15/22-5/14/23) PV	V Annual Website Domain Listing	502-510-86030	43.20
68569 4/21/20 CALEM4 68570 4/21/20 27381 68571 4/21/20 2206417 2206417	-1848	(5/15/22-5/14/23) W	WPAnnual Website Domain Listing	503-520-86030	21.60
CALEM4 68570 4/21/20 27381 68571 4/21/20 2206417 2206417	2-1848	(5/15/22-5/14/23) PV	V Annual Website Domain Listing	503-521-86030	21.60
68570 4/21/20 27381 68571 4/21/20 2206417 2206417	1/2022	1356	Fastenal Company		217.25
27381 68571 4/21/20 2206417 2206417	EM40336	4/22 FD Batteries & Te	ool Replacement	101-416-70450	217.25
68571 4/21/20 2206417 2206417	1/2022	1421	Garza's A/C & Heating, Inc.		1,766.00
2206417 2206417	81	4/22 BLDG Tune Up o	n A/C Units	101-432-84030	1,766.00
2206417		1446	Granite Construction Company		225.37
		3/22 PW Sand for Gas		501-508-70130	112.68
69572 4/21/20	06417	3/22 PW Sand for Gas	s & Water Leaks	502-510-70130	112.69
	1/2022	1450	Griswold, LaSalle, Cobb, Dowd, and		14,114.78
67057) E Polk City Attorney Fees	101-401-88010	1,187.08
67058		3/22 CC City Attorney		101-401-88010	147.05
67058		3/22 CC City Attorney		820-610-88010	340.00
67059		3/22 CC City Attorney		101-401-88010	5,025.00
67060		3/22 CM City Attorney		101-401-88010	1,655.42
67061		3/22 PW (City Council		101-401-88010	499.00
67061		3/22 PW (CD) City Att		101-404-88100	3,177.08
67061 67062		3/22 PW (Water Plant 3/22 FIN City Attorney		501-503-88010 101-401-88010	448.33 5.79

Expense Approvari	Report				Payment Dates: 4/1/2022 - 4/50/2022
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	67062	3/22 FIN City Attor	ney Fees	501-406-88010	77.17
	67062	3/22 FIN City Attor	ney Fees	502-406-88010	67.52
	67062	3/22 FIN City Attor	ney Fees	503-406-88010	38.58
	67062	3/22 FIN City Attor	ney Fees	504-406-88010	3.86
	67063	3/22 Labor Relatior	is City Attorney Fees	101-401-88010	386.67
	67064	3/22 NCRA vs USBR	City Attorney Fees	101-401-88010	20.83
	67065	3/22 CBD vs USBR (City Attorney Fees	101-401-88010	842.50
	67066	3/22 PD City Attorn		101-401-88010	192.90
68574	4/21/2022	1454	Hanson Bridgett LLP		378.00
	1316156	3/22 IRS VCP/ICMA	Outside Attorney Fees	101-401-88020	378.00
68575	4/21/2022	1474	Home Depot Credit Services		386.26
	5026639	3/22 PW Garbage E	ags	101-440-84050	220.66
	5026639	3/22 PW Push Broo	ms	501-508-70060	43.39
	5026639	3/22 PW Cleaning S	upplies	501-508-84030	11.24
	5026639	3/22 PW Push Broo	ms	502-510-70060	43.39
	5026639	3/22 PW Cleaning S	upplies	502-510-84030	22.65
	5026639	3/22 PW Cleaning S	upplies	503-521-84030	12.78
	5026639	3/22 PW Scaper to	Clean Truck	504-535-84060	32.15
68576	4/21/2022	02017	JH Tackett Marketing		777.09
	802163	3/22 CC 2022 ICSC	Las Vegas Shirts - R. Singleton	101-401-86010	37.94
	802163	3/22 CC 2024 ICSC	Las Vegas Shirts - J. Horn	101-401-86010	37.94
	802163	3/22 CC 2026 ICSC	Las Vegas Shirts - M. Ramirez	101-401-86010	37.95
	802163	3/22 CC 2025 ICSC	Las Vegas Shirts - A. Adkisson	101-401-86010	37.95
	802163	3/22 CD 2023 ICSC	Las Vegas Shirts - S. Brewer	101-404-86010	37.94
	802163	3/22 FD 2027 ICSC	Las Vegas Shirts - G. DuPuis	101-416-86010	37.95
	802209	3/22 CC 2024 ICSC	Las Vegas Shirts - J. Horn	101-401-86010	37.95
	802209	3/22 CC 2022 ICSC	Las Vegas Shirts - R. Singleton	101-401-86010	37.95
	802209	3/22 CC 2025 ICSC	Las Vegas Shirts - A. Adkisson	101-401-86010	37.94
	802209	3/22 CC 2026 ICSC	Las Vegas Shirts - M. Ramirez	101-401-86010	37.94
	802209	3/22 CD 2023 ICSC	Las Vegas Shirts - S. Brewer	101-404-86010	37.95
	802209	3/22 FD 2027 ICSC	Las Vegas Shirts - G. DuPuis	101-416-86010	37.94
	802217	3/22 ADMIN Marke	ting for ICSC Conference	101-405-76010	321.75
68577	4/21/2022	1571	L.N. Curtis & Sons		1,757.63
	INV571161	2/22 FD PPE Unifor	m	117-416-70102	809.55
	INV585101	4/22 FD EMT Coats		117-416-70102	948.08
68578	4/21/2022	02570	Linde Gas & Equipment Inc.		699.73
	067557860	11/21 FD Oxygen		117-416-75000	699.73
68579	4/21/2022	02582	Lowe's Companies, Inc.		6,654.01
	722882845	4/22 FD Kitchen Re	model	101-416-84030	6,654.01
68580	4/21/2022	1647	Mid Valley Disposal, Inc.	101 100 11000	148,211.64
	0003785	2/22 20% Franchise		101-400-41080	-37,482.28
	0003785	-	& Mailing Utility Bills - Jan 22	101-400-41080	-976.44
	0003785 0003785		ing - Franchise Fee - Mar. 22 Billing for February 2022	101-400-41080 504-530-88170	-741.03 187,411.39
60504					
68581	4/21/2022	1661 2/22 DW/ Doct Cont	Mountain Valley Pest Control, Inc.		35.00
	110425	3/22 PW Pest Cont	of Services	503-521-84030	35.00
68582	4/21/2022	02602	Municipal Emergency Services, Inc		4,605.15
	IN1701023	4/22 FD Ladder Tru	ck Equipment	101-416-98043	4,605.15
68583	4/21/2022	1695	Office Depot		12.71
	237494940002	4/22 ADMIN Office	Supplies for Code Enforcement	101-405-70010	12.71
68584	4/21/2022	1692	O'Reilly Automotive, Inc.		594.55
30304	4316-405339	3/22 PW Alternator		501-508-84060	94.17
		-,			

	Payment Date	Vendor #		Payment Amoun
Payment Number	Payable Number	Description Vendor Name	Account Number	Item Amount
	4316-405339	3/22 PW Alternator for Backhoe #77	502-510-84060	94.17
	4316-405339	3/22 PW Alternator for Backhoe #77	503-521-84060	94.16
	4316-405967	4/22 PW Pulley & Wire Wheel for Toro #40	101-440-84060	79.53
	4316-405967	4/22 WP Starter for Mule	501-503-84060	217.29
	4316-406052	4/22 WP Parts for Mule	501-503-84060	15.23
8585	4/21/2022	1721 PG&E		52,898.7
	90624-033122	3/22 PW Gas Delivery SE 31 20 15HWY(7001750902-0)	502-510-80020	52,898.71
8586	4/21/2022	1733 Price Paige & Company		1,519.0
	21424	3/22 FY 2021 Capital Assets	101-406-88030	192.80
	21424	3/22 FY 2021 Long-Term Debt Accounting	150-751-96501	183.15
	21424	3/22 FY 2021 Long-Term Debt Accounting	150-755-96504	183.15
	21424	3/22 FY 2021 Long-Term Debt Accounting	150-757-96505	188.70
	21424	3/22 FY 2021 Capital Assets	501-406-88030	289.20
	21424	3/22 FY 2021 Capital Assets	502-406-88030	96.40
	21424	3/22 FY 2021 Capital Assets	503-406-88030	279.56
	21424	3/22 FY 2021 Capital Assets	504-406-88030	9.64
	21424	3/22 FY 2021 Capital Assets	820-610-88030	96.40
8587	4/21/2022	02048 RSG, Inc.		6,016.2
	1008627	3/22 RDA SA Admin Services	820-610-88100	607.50
	1008657	3/22 Continuing Disclosure Services	820-610-96512	101.25
	1008658	3/22 Housing Successor Services	815-609-88100	3,660.00
	1008668	3/22 Housing Annual Report	815-609-88100	1,647.50
8588	4/21/2022	1793 Sacramento Metropolitan Fire D	istrict	791.1
	2000003085	4/22 FD GEMT	117-416-88100	791.19
8589	4/21/2022	1810 Save Mart Supermarkets		170.0
	0420220404074011	4/22 PD Inmate Meals	101-413-70380	170.08
8590	4/21/2022	1830 Shell Energy North American (U	5), LP	97,031.4
	3561758	3/22 Natural Gas Deliveries	502-510-80030	97,031.41
8591	4/21/2022	02241 Summit Technology Affiliate CA	I, LLC	368.2
	INST308612	4/22 FIN Postage Machine Ink Cartridge	501-406-70010	147.28
	INST308612	4/22 FIN Postage Machine Ink Cartridge	502-406-70010	128.87
	INST308612	4/22 FIN Postage Machine Ink Cartridge	503-406-70010	84.69
	INST308612	4/22 FIN Postage Machine Ink Cartridge	504-406-70010	7.37
8592	4/21/2022	02523 Taylor Corporation		676.8
	6685845	4/22 ADMIN QR Code Business Cards for ICSC Event	101-405-76010	165.76
	6695573	4/22 FIN Business License Envelopes	101-406-70040	511.08
8593	4/21/2022	02246 Tricia Busby		400.0
	0003784	3/22 HR Pre-Employment Psych Eval - J. Ripoyla	101-408-89060	400.00
3594	4/21/2022	1943 Tyler Technologies, Inc.		7,621.6
	025-374796	3/22 FIN Insite Transaction Fee (1/1-3/31/22)	501-406-92090	2,624.50
	025-374796	3/22 FIN Insite Transaction Fee (1/1-3/31/22)	502-406-92090	2,296.44
	025-374796	3/22 FIN Insite Transaction Fee (1/1-3/31/22)	503-406-92090	1,509.09
	025-374796	3/22 FIN Insite Transaction Fee (1/1-3/31/22)	504-406-92090	131.22
	025-376731	5/22 FIN Hardware Annual Fee - Receipt Printer	501-406-88040	216.16
	025-376731	5/22 FIN Hardware Annual Fee - Receipt Printer	502-406-88040	189.14
	025-376731	5/22 FIN Hardware Annual Fee - Receipt Printer	503-406-88040	124.29
	025-376731	5/22 FIN Hardware Annual Fee - Receipt Printer	504-406-88040	10.80
	045-374416	4/22 PD EAM Services	101-413-88040	65.00
	045-374416	4/22 FD EAM Services	101-416-88040	65.00
	045-374416	4/22 FIN EAM Services	501-406-88040	130.00
	045-374416	4/22 FIN EAM Services	502-406-88040	130.00

Expense Approval I	Report				Payment Dates: 4/1/2022 - 4/30/2022
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
-	-	-			
68595	4/21/2022 73439	1993 3/22 CD Fuel for Ma	West Hills Oil, Inc. rch 2022	101-404-70160	64.40 64.40
68596	4/21/2022	2002	Wittman Enterprises, LLC		5,284.99
	2203019	3/22 FD Ambulance	Billing Fee	117-416-75040	5,284.99
68597	4/28/2022	02386	American Office Solutions, LLC		1,946.33
	19057	5/22 FD Server Back	up	101-416-88040	165.08
	19058	5/22 PD IT Monthly	Contract - Backup	101-413-88040	1,781.25
68598	4/28/2022	1068	Aramark		244.67
	503000509169	4/22 PD Jail Blanket	s Cleaning Services	101-413-70380	244.67
68599	4/28/2022	1078	AT&T		143.74
	0003789	4/22 PD Internet (12	25125740)	101-413-72030	143.74
68600	4/28/2022	02056	AT&T 4711		307.40
	000018055372	4/22 PD DOJ Line (9	391064711)	101-413-72030	307.40
68601	4/28/2022	1112	Billingsley Tire Service		1,616.52
	263864	11/21 PD Vehicle M		101-413-84060	1,349.74
	267686	4/22 FD Fuel Filter		117-416-84060	266.78
68602	4/28/2022	1224	Coalinga Hardware		104.25
	808426	4/22 PD Misc Suppli	es	101-413-70440	33.11
	808547	4/22 FD Kitchen Rer	nodeling	101-416-84030	61.85
	808589	4/22 PD Misc Suppli	es	101-413-70440	4.74
	808603	4/22 FD Misc Parts		101-416-84070	2.84
	808606	4/22 FD Misc Parts		101-416-84070	1.71
68603	4/28/2022	1243	Cook's Communications		125.46
	150757	4/22 FD Radio Repa	r	101-416-84070	125.46
68604	4/28/2022	1288	Department of Justice		290.00
	572805	3/22 HR Fingerprint	s - V. Caria	101-408-89070	66.00
	572805	3/22 PW Fingerprint		101-440-89070	32.00
	572805	3/22 PW Fingerprint		101-440-89070	32.00
	572805	3/22 PW Fingerprint	-	101-440-89070	32.00
	572805	3/22 FD Fingerprints		117-416-89070	32.00
	572805	3/22 FD Fingerprints		117-416-89070	32.00
	572805 572805	3/22 FD Fingerprints 3/22 FD Fingerprints		117-416-89070 117-416-89070	32.00 32.00
CRCOF			Encore Textile Services, LLC		
68605	4/28/2022 EFRE-00003134	02580 4/22 FD Linens	Encore rextile Services, LLC	117-416-75020	609.06 609.06
68606	4/28/2022	1360	FedEx		153.76
08000	7-724-95090	4/22 PD Postage	FEUEX	101-413-70030	153.76
68607	4/28/2022	1421	Garza's A/C & Heating, Inc.		1,738.00
08007	4/28/2022 27382	4/22 PD A/C Mainte		101-413-84030	1,738.00
68608	4/28/2022	1908	HdL Coren & Cone		2,211.82
00000	4/28/2022 SIN016370		ax Services (April-June 2022)	101-406-88100	1,105.91
	SIN016370		ax Services (April-June 2022)	820-610-88100	1,105.91
68609	4/28/2022	1579	Law & Associates		1,500.00
	22-174	4/22 HR Background		101-408-89080	700.00
	22-180	4/22 HR Background		101-408-89080	800.00
68610	4/28/2022	1593	Life Assist, Inc.		1,200.80
30010	1200234	4/22 FD Medical Su		117-416-75000	1,200.80
		., i b inicultui Juj			1,200.00

Expense Approvaria					r ayment Dates. 4/ 1/2022 - 4/30/2022
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
68611	4/28/2022 002790	1655 4/22 FD Kitchen Rem	Moreno's Plumbing odeling	101-416-84030	1,121.50 1,121.50
		,	0		,
68612	4/28/2022 4316-407471	1692 4/22 PD Car Wash Su	O'Reilly Automotive, Inc. pplies	101-413-70440	72.81 72.81
68613	4/28/2022	1755	Raul Herrera		200.00
00013		4/22 HR Polygraph - J		101-408-89050	200.00
68614	4/28/2022	1821	Self Help Enterprises		548.21
	COL19HM 4/4/2022	3/22 2019 Home Fee	5	304-404-88105	305.21
	COLADM 4/4/2022	3/22 Loan Servicing F	ees	815-609-88100	243.00
68615	4/28/2022	1835	Shred-It USA		595.58
	8001055482	2/22 ADMIN Shred-It		101-405-88100	257.79
	8001055482	2/22 HR Shred-It		101-408-88100	172.27
	8001055482	2/22 PW Shred-It		107-422-88100	6.76
	8001055482	2/22 FD Shred-It		117-416-88100	40.53
	8001055482	2/22 FIN Shred-It		501-406-88100	13.51
	8001055482	2/22 WP Shred-It		501-503-88100	20.27
	8001055482	2/22 PW Shred-It		501-508-88100	23.65
	8001055482	2/22 FIN Shred-It		502-406-88100	13.51
	8001055482	2/22 PW Shred-It		502-510-88100	23.65
	8001055482	2/22 FIN Shred-It		503-406-88100	5.07
	8001055482	2/22 WWP Shred-It		503-520-88100	10.13
	8001055482	2/22 PW Shred-It		503-521-88100	3.38
	8001055482	2/22 FIN Shred-It		504-406-88100	1.69
	8001055482	2/22 RDA Shred-It		820-610-88100	3.37
68616	4/28/2022	02246	Tricia Busby		400.00
	0003790	4/22 HR Pre-Employn	nent Psych Eval - R. Lopez	101-408-89060	400.00
68617	4/28/2022	1944	U.S. Bank Corporate Payment Cen	tor	7,633.90
00017	CM0000305		ment Boss S236 - REFUND	101-416-75030	-675.00
	USBCDAPR22-01	3/22 CD SJVC Annual		101-404-86030	75.00
	USBCDAPR22-01	3/22 CD Zoom Month	·	101-404-86030	14.99
	USBCDAPR22-01	-	ne Drive Standalone 100GB Subs	101-404-86030	1.99
	USBCMAPR22-01		Allegiant Air Flight-Horn CR	101-401-86010	-178.00
	USBCMAPR22-01	3/22 CC 2022 ICSC LV		101-401-86010	28.43
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Shirt Custom Ink - Adkisson	101-401-86010	30.90
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Allegiant Air Flight - Horn	101-401-86010	178.00
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Shirt Custom Ink - Horn	101-401-86010	30.89
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Allegiant Air Flight-Ramirez	101-401-86010	160.00
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Shirt Custom Ink - Singleton	101-401-86010	30.90
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Shirt Custom Ink - Jensen	101-401-86010	30.89
	USBCMAPR22-01	3/22 CC 2022 ICSC LV	Allegiant Air Flight-Singleto	101-401-86010	160.00
	USBCMAPR22-01		Shirt Custom Ink - Ramirez	101-401-86010	30.90
	USBCMAPR22-01	4/22 CC Global Exper		101-401-86010	2,186.50
	USBCMAPR22-01	-	Shirt Custom Ink - Brewer	101-404-86010	30.90
	USBCMAPR22-01	, ,	y/Sanitation Supplies CE	101-405-70010	13.04
	USBCMAPR22-01	3/22 ADMIN ICSC Cor		101-405-76010	254.55
	USBCMAPR22-01		nference - Monitor Stand	101-405-76010	16.34
	USBCMAPR22-01	4/22 ADMIN Chief Br		101-405-86010	17.78
	USBCMAPR22-01		SC LV Shirt Etsy - Trejo	101-405-86010	28.43
	USBCMAPR22-01 USBCMAPR22-01	3/22 ADM 2022 ICSC 3/22 FIN 2022 ICSC LV	LV Shirt Custom Ink - Singleton / Shirt	101-405-86010 101-406-70010	30.89 0.85
	USBCMAPR22-01 USBCMAPR22-01	-	/ Shirt Custom Ink - Carpenter	101-406-70010	0.85
	USBCMAPR22-01 USBCMAPR22-01		Shirt Custom Ink - DuPuis	101-406-70010	30.89
	USBCMAPR22-01 USBCMAPR22-01	3/22 BLDG City Hall L		101-432-84030	94.74
			-		
	USBCMAPR22-01 USBCMAPR22-01		22 Maintenance Service Agreemen	101-432-84030 101-432-84030 101-432-84030	600.00 38.27

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	USBCMAPR22-01	3/22 FIN 2022 ICSC L	.V Shirt Custom Ink - Carpenter	501-406-70010	12.36
	USBCMAPR22-01	3/22 FIN 2022 ICSC LV Shirt		501-406-70010	11.37
	USBCMAPR22-01	3/22 FIN 2022 ICSC L		502-406-70010	9.95
	USBCMAPR22-01		.V Shirt Custom Ink - Carpenter	502-406-70010	10.81
	USBCMAPR22-01	3/22 FIN 2022 ICSC L	V Shirt Custom Ink - Carpenter	503-406-70010	6.18
	USBCMAPR22-01	3/22 FIN 2022 ICSC L	.V Shirt	503-406-70010	5.69
	USBCMAPR22-01	3/22 FIN 2022 ICSC LV Shirt 3/22 FIN 2022 ICSC LV Shirt Custom Ink - Carpenter 3/22 FD Amazon - Dewalt 20V Battery 2PK 3/22 FD COS Hanford Fees 4/22 FD COS Class Charge 3/22 FD License Renewal EMPT 4/22 FD Mid Valley Disposal		504-406-70010	0.57
	USBCMAPR22-01			504-406-70010	0.62
	USBFDAPR22-01			101-416-70060	179.83
	USBFDAPR22-02			101-416-75030	268.00
	USBFDAPR22-02			101-416-75030	132.00
	USBFDAPR22-02			117-416-86010	250.00
	USBFDAPR22-03			101-416-84030	477.70
	USBFDAPR22-04	4/22 FD Lowe's - Kite	chen Remodel Drywell Supplies	101-416-84030	125.00
	USBFDAPR22-04	4/22 FD BLS eCard - R. Veliz		117-416-86040	10.00
	USBFDAPR22-05	3/22 FD Paramedic Reaccreditation- Hein		117-416-86040	48.00
	USBFDAPR22-06	3/22 FD Home Depot - Kitchen Remodel		101-416-84030	353.66
	USBFDAPR22-07	4/22 FD Savemart - Cake for A. Hedge Last Day		101-416-70440	30.99
	USBFDAPR22-07	4/22 FD Paramedic Reaccreditation - Banks 3/22 FIN CSMFO Dues - J. Bains 3/22 FIN CSMFO Dues - J. Bains		117-416-86040	48.00
	USBFINAPR22-01			101-406-86030	16.50
	USBFINAPR22-01			107-422-86030	5.50
	USBFINAPR22-01	3/22 FIN CSMFO Due		501-406-86030	33.00
	USBFINAPR22-01	3/22 FIN CSMFO Dues - J. Bains		502-406-86030	27.50
	USBFINAPR22-01	3/22 FIN CSMFO Due		503-406-86030	20.90
	USBFINAPR22-01	3/22 FIN CSMFO Due		504-406-86030	1.10
	USBFINAPR22-01	3/22 FIN CSMFO Dues - J. Bains 4/22 PD Training Lunch 4/1/22		820-610-86030	5.50
	USBPDAPR22-01			101-413-70440	11.49
	USBPDAPR22-01	4/22 PD Training Bre		101-413-70440	4.26
	USBPDAPR22-01	 3/22 PD Training Breakfast 3/31/22 3/22 PD Training Breakfast 3/31/22 4/22 PD Training Breakfast 4/5/22 3/22 PD Braly's Firearms 4/22 PD Peerless Network 3/22 PD Journey Team LLC Renewal 4/22 PD ArchiveSocial Renewal 4/22 PD Tritech Forensics Leland Inc 4/22 PW Gopher Jawk - Gopher Tooks 3/22 WP Office of Water ProgramzT2 Exam Prep- Cruz 4/22 PW Amazon - Laptop Chargers 		101-413-70440	6.34
	USBPDAPR22-01			101-413-70440	11.27
	USBPDAPR22-02			101-413-70060	202.10
	USBPDAPR22-02			101-413-72030	245.86
	USBPDAPR22-02			101-413-88040	166.00
	USBPDAPR22-02			101-413-88040	219.00
	USBPDAPR22-02			101-413-90070	-13.47
	USBPWAPR22-01			101-440-84050	76.20
	USBPWAPR22-01			501-503-86010	181.53
	USBPWAPR22-01			501-508-98030	64.06
	USBPWAPR22-01	3/22 PW Dell - Inspir		501-508-98030	351.40
	USBPWAPR22-01			501-508-98030	90.74
	USBPWAPR22-01	4/22 PW NPI - Mount for Laptops 3/22 PW Dell - Inspiron 14 7415 2 in 1 3/22 WP Logmein Phone Service for Feb 2022		502-510-98030	351.39
	USBWPAPR22-01			501-503-72030	61.03
USBWPAPR22-01		3/22 WP Logment Hone Service for reb 2022 3/22 WP Microsoft Annual Renewal		501-503-86032	99.99
	USBWPAPR22-01		1 Water College T1 Exam - Garcia	503-520-86033	149.99
68622	4/28/2022	1983 WageWorks			75.00
	INV3658761	3/22 FSA Monthly Fe	=	950-000-34610	75.00
DFT0003930	4/1/2022	1677	Newport Trust Company		232.50
	0003724	457 Newport \$\$	Newport must company	950-000-32100	232.50
DFT0003931	4/1/2022	1677	Newport Trust Company		2,499.13
	0003725	457 Newport %		950-000-32100	2,499.13
DFT0003932	4/1/2022	1677	Newport Trust Company		937.07
	0003726	457 Newport EE\$ / E	R%	950-000-32100	937.07
DFT0003933	4/1/2022	1869	State Disbursement Unit		370.84
	0003738	SDU Fresno County		950-000-34010	370.84

Expense Approvaria					
Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0003934	4/1/2022 0003740	02078 SDI	SDI	950-000-31500	2,893.28 2,893.28
DFT0003935	4/1/2022 0003741	02077 Mgr SDI	SDI (Mgr)	950-000-31500	411.74 411.74
DFT0003936	4/1/2022 0003742	1331 State WH	Employment Development Dept.	950-000-31200	12,039.49 12,039.49
DFT0003937	4/1/2022 0003743 0003743 0003743	1957 Fed W/H Social Seccurity Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	71,767.98 27,214.58 36,108.56 8,444.84
DFT0003941	4/15/2022 0003761	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	232.50 232.50
DFT0003942	4/15/2022 0003762	1677 457 Newport %	Newport Trust Company	950-000-32100	1,965.91 1,965.91
DFT0003943	4/15/2022 0003763	1677 457 Newport EE\$ / EI	Newport Trust Company R%	950-000-32100	929.92 929.92
DFT0003944	4/15/2022 0003775	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003945	4/15/2022 0003777	02078 SDI	SDI	950-000-31500	2,690.85 2,690.85
DFT0003946	4/15/2022 0003778	02077 Mgr SDI	SDI (Mgr)	950-000-31500	333.45 333.45
DFT0003947	4/15/2022 0003779	1331 State WH	Employment Development Dept.	950-000-31200	9,801.34 9,801.34
DFT0003948	4/15/2022 0003780 0003780 0003780	1957 Fed W/H Social Seccurity Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	63,634.67 22,663.89 33,205.02 7,765.76
DFT0003949	4/15/2022 0003781	02078 SDI	SDI	950-000-31500	85.14 85.14
DFT0003950	4/15/2022 0003782	1331 State WH	Employment Development Dept.	950-000-31200	510.84 510.84
DFT0003951	4/15/2022 0003783 0003783 0003783	1957 Fed W/H Social Seccurity Medicare	United States Treasury	950-000-31100 950-000-31300 950-000-31400	2,887.02 1,702.80 959.76 224.46
DFT0003952	4/29/2022 0003794	1677 457 Newport \$\$	Newport Trust Company	950-000-32100	202.50 202.50
DFT0003953	4/29/2022 0003795	1677 457 Newport %	Newport Trust Company	950-000-32100	2,249.74 2,249.74
DFT0003954	4/29/2022 0003796	1677 457 Newport EE\$ / EI	Newport Trust Company R%	950-000-32100	942.58 942.58
DFT0003955	4/29/2022 0003808	1869 SDU Fresno County	State Disbursement Unit	950-000-34010	407.99 407.99
DFT0003956	4/29/2022 0003810	02078 SDI	SDI	950-000-31500	2,603.28 2,603.28

Expense Approval Report

Payment Dates: 4/1/2022 - 4/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0003957	4/29/2022	02077	SDI (Mgr)		334.49
	0003811	Mgr SDI		950-000-31500	334.49
DFT0003958	4/29/2022	1331	Employment Development Dept.		8,850.99
	0003812	State WH		950-000-31200	8,850.99
DFT0003959	4/29/2022	1957	United States Treasury		60,611.27
	0003813	Fed W/H		950-000-31100	21,070.75
	0003813	Social Seccurity		950-000-31300	32,045.80
	0003813	Medicare		950-000-31400	7,494.72
					Grand Total: 1,518,243.21

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	109,086.61
107 - GAS TAX FUND	4,737.82
110 - LTF - ARTICLE VIII FUND	9,506.67
111 - SB1-ROAD REHAB MAINT ACCT FUND	3,133.00
117 - IGT-INTERGOVERNMENTAL TRANSFER	19,120.56
130 - SPECIAL ASSESSMENT DISTRICTS	2,450.00
150 - COALINGA PUBLIC FINANCING AUTH	5,455.00
303 - CDBG PROGRAM FUND	7,959.61
304 - HOME PROGRAM FUND	305.21
305 - CALTRANS GRANTS FUND	3,066.68
501 - WATER ENTERPRISE FUND	536,427.24
502 - GAS ENTERPRISE FUND	258,151.87
503 - SEWER ENTEPRISE FUND	71,474.04
504 - SANITATION ENTERPRISE FUND	190,754.13
506 - TRANSIT SYSTEM	32.90
815 - LOW/MOD HOUSING ASSET FUND	5,550.50
820 - RORF-REDEV OBLIG RETIREMT FUND	9,615.24
950 - PAYROLL TRUST & AGENCY FUND	281,416.13
Grand Total:	1,518,243.21

Account Summary

Account Number	Account Name	Payment Amount
101-000-10400	SMIP Payable	13.75
101-000-10500	State Bldg. Standards Adm	51.00
101-400-41080	Mid Valley Franchise Fees	-39,199.75
101-400-48200	Administrative Fees	-5.79
101-401-70440	Miscellaneous Supplies	889.57
101-401-72030	Telephone	190.05
101-401-84010	Office Equip. Repairs & M	64.02
101-401-86010	Training, Travel, & Confer	2,992.97
101-401-86030	Subs., Dues, & Publications	115.20
101-401-88010	City Attorney Fees	9,962.24
101-401-88020	Outside Attorney Fees	378.00
101-401-88040	Computer Programming/	28.81
101-404-70160	Gasoline & Diesel	64.40
101-404-72030	Telephone	50.24
101-404-84010	Office Equip. Repairs & M	55.20
101-404-86010	Training, Travel, & Confer	106.79
101-404-86030	Subs., Dues, & Publications	91.98
101-404-88040	Computer Programming/	38.41
101-404-88100	Professional Services	3,177.08
101-404-88160	Housing Element	10,000.00
101-405-70010	Office Supplies	25.75
101-405-76010	General Advertising	758.40
101-405-84010	Office Equip. Repairs & M	904.93
101-405-86010	Training, Travel, & Confer	384.59
101-405-88040	Computer Programming/	28.81
101-405-88100	Professional Services	257.79
101-406-70010	Office Supplies	201.01
101-406-70040	Printing & Binding	511.08
101-406-84010	Office Equip. Repairs & M	9.80
101-406-86030	Subs., Dues, & Publications	16.50
101-406-88030	Accounting/Auditing	9,992.80
101-406-88040	Computer Programming/	5.18
101-406-88100	Professional Services	1,105.91
101-408-70010	Office Supplies	120.62
101-408-72030	Telephone	24.53

	Account Summary	
Account Number	Account Name	Payment Amount
101-408-84010	Office Equip. Repairs & M	142.41
101-408-88040	Computer Programming/	19.59
101-408-88100	Professional Services	172.27
101-408-89050	Polygraphs	400.00
101-408-89060	Psychological Evaluation	800.00
101-408-89070	Fingerprinting	66.00
101-408-89080	Background Investigations	1,500.00
101-413-70010	Office Supplies	54.57
101-413-70030	Postage & Freight Out	261.64
101-413-70060	Small Tools & Equipment	202.10
101-413-70160	Gasoline & Diesel	5,315.31
101-413-70380	Inmate Food/Jail Supplies	414.75
101-413-70440	Miscellaneous Supplies	163.13
101-413-72010	Water, Gas, Sanitation &	52.81
101-413-72030	Telephone	3,865.89
101-413-84010	Office Equip. Repairs & M	393.62
101-413-84030	Buildings Repairs & Maint.	1,738.00
101-413-84060	Vehicle Parts, Repairs &	4,450.35
101-413-88040	Computer Programming/	2,795.32
101-413-88080	Laboratory	1,500.00
101-413-88100	Professional Services	2,339.00
101-413-90070	Investigative Expenses	-13.47
101-413-98040	Major Machinery & Equi	347.76
101-415-72010	Water, Gas, Sanitation &	94.49
101-415-88100	Professional Services	1,800.00
101-416-70060	Small Tools & Equipment	257.42
101-416-70160	Gasoline & Diesel	12,044.63
101-416-70440	Miscellaneous Supplies	145.49
101-416-70450	Station Supplies	422.75
101-416-72010	Water, Gas, Sanitation &	1,307.02
101-416-72020	Electric	1,692.62
101-416-72030	Telephone	601.14
101-416-75030	Tuition Reimbursement	-275.00
101-416-84010 101-416-84030	Office Equip. Repairs & M Buildings Repairs & Maint.	131.89
101-416-84050	Grounds Repairs & Maint.	8,829.11 28.00
101-416-84060	Vehicle Parts, Repairs &	21,603.02
101-416-84070	Misc. Repairs & Maint.	255.47
101-416-86010	Training, Travel, & Confer	581.78
101-416-88040	Computer Programming/	230.08
101-416-98043	Ladder Truck Expense	6,144.30
101-431-70100	Uniforms	31.58
101-431-70150	Vehicle Parts & Supplies	25.50
101-431-72030	Telephone	50.27
101-432-72010	Water, Gas, Sanitation &	2,229.30
101-432-72020	Electric	6,321.74
101-432-72030	Telephone	779.83
101-432-84030	Buildings Repairs & Maint.	3,770.38
101-435-72010	Water, Gas, Sanitation &	369.01
101-435-72020	Electric	1,190.40
101-435-72030	Telephone	143.35
101-435-84030	Buildings Repairs & Maint.	202.98
101-440-70160	Gasoline & Diesel	109.89
101-440-72011	Water/Electric - City Plots	3,127.36
101-440-84050	Grounds Repairs & Maint.	296.86
101-440-84060	Vehicle Parts, Repairs &	79.53
101-440-88100	Professional Services	59.25
101-440-89070	Fingerprinting	96.00

	Account Summary	
Account Number	Account Name	Payment Amount
101-440-98981	Splash Pad Project	3,916.25
107-422-70010	Office Supplies	4.73
107-422-70100	Uniforms	204.07
107-422-70160	Gasoline & Diesel	109.87
107-422-72010	Water/Electric - City Plots	2,714.72
107-422-72030	Telephone	13.78
107-422-84010	Office Equip. Repairs & M	14.55
107-422-84060	Vehicle Parts, Repairs &	115.30
107-422-86030	Subs., Dues, & Publications	48.70
107-422-88030	Accounting/Auditing	1,470.00
107-422-88040	Computer Programming/	35.34
107-422-88100	Professional Services	6.76
110-424-72021	Street Light Electricity	9,506.67
111-422-98971	Fresno Street Improveme	3,133.00
117-416-70010	Office Supplies	28.38
117-416-70102	Uniforms	1,757.63
117-416-72030	Telephone	5.77
117-416-75000	Medical Equipment & Sup	3,064.87
117-416-75020	EMS-Linens	609.06
117-416-75040	Ambulance Billing Contract	8,641.80
117-416-84010	Office Equip. Repairs & M	24.62
117-416-84050	Grounds Repairs & Maint.	2,338.75
117-416-84060	Vehicle Parts, Repairs &	916.35
117-416-86010	Training, Travel, & Confer	250.00
117-416-86040	Required Certification Tra	106.00
117-416-88040	Computer Programming/	4.61
117-416-88100	Professional Services	1,244.72
117-416-89070	Fingerprinting	128.00
130-603-88101	Administrative Fees	2,450.00
150-751-96501	Fiscal Agent Fees-1998 A	2,633.15
150-755-96504	Fiscal Agent Fees-2000 R	183.15
150-757-96505	Fiscal Agent Fees-2012 Wt	2,638.70
303-405-88116	CDBG CV1 Grant Expense	4,691.14
303-405-88117	CDBG CV2&CV3 Grant Ex	3,268.47
304-404-88105	19-HOME-14965 Grant Ex	305.21
305-422-98974	CMAQ-NW Trail Seg 1, 2,	3,066.68
501-000-10003	Retention Payable	-15,213.09
501-406-70010	Office Supplies	196.89 190.04
501-406-70030	Postage & Freight Out	
501-406-70040 501-406-70160	Printing & Binding Gasoline & Diesel	953.12 220.58
501-406-72030	Telephone	108.60
501-406-84010	Office Equip. Repairs & M	138.95
501-406-86030	Subs., Dues, & Publications	33.00
501-406-88010	City Attorney Fees	77.17
501-406-88030	Accounting/Auditing	7,639.20
501-406-88040	Computer Programming/	416.83
501-406-88100	Professional Services	13.51
501-406-92090	Taxes, Licenses, & Fees	2,624.50
501-503-70010	Office Supplies	14.19
501-503-70100	Uniforms	57.65
501-503-70140	Utility Parts & Supplies	363.27
501-503-70160	Gasoline & Diesel	1,154.61
501-503-70202	Lab Supplies	266.02
501-503-70240	Chemicals Aluminate Sulfa	5,453.80
501-503-70270	Chemicals Polymers	7,071.12
501-503-70300	Chemicals Hypochlorite	5,437.06
501-503-72020	Electric	45,367.75

	Account Summary	
Account Number	Account Name	Payment Amount
501-503-72030	Telephone	719.57
501-503-80010	Water Purchases	92,137.67
501-503-82030	Equipment Rental	34.00
501-503-84010	Office Equip. Repairs & M	47.62
501-503-84020	Major Equip. Repairs & M	2,115.40
501-503-84030	Buildings Repairs & Maint.	45.00
501-503-84060	Vehicle Parts, Repairs &	232.52
501-503-86010	Training, Travel, & Confer	181.53
501-503-86030	Subs., Dues, & Publications	21.60
501-503-86032	Certifications, Renewals,	254.99
501-503-88010	City Attorney Fees	448.33
501-503-88040	Computer Programming/	54.15
501-503-88100	Professional Services	2,240.27
501-503-96500	Fiscal Agent Fees	1,250.00
501-503-98441	Water Revenue Bond Proj	370,826.65
501-508-70010	Office Supplies	16.56
501-508-70060	Small Tools & Equipment	72.88
501-508-70100	Uniforms	204.08
501-508-70130	Street Materials	112.68
501-508-70140	Utility Parts & Supplies	381.98
501-508-70160	Gasoline & Diesel	1,238.40
501-508-72020	Electric	177.47
501-508-72030	Telephone	188.75
501-508-84010	Office Equip. Repairs & M	16.45
501-508-84030	Buildings Repairs & Maint.	25.73
501-508-84060	Vehicle Parts, Repairs &	209.48
501-508-86030	Subs., Dues, & Publications	21.60
501-508-88040	Computer Programming/	37.26
501-508-88100	Professional Services	23.65
501-508-98030	Office Furniture & Equip	506.20
502-406-70010	Office Supplies	173.46
502-406-70030	Postage & Freight Out	166.28
502-406-70040	Printing & Binding Gasoline & Diesel	833.99
502-406-70160		193.01
502-406-72030	Telephone	95.25
502-406-84010	Office Equip. Repairs & M	122.62
502-406-86030 502-406-88010	Subs., Dues, & Publications	27.50
502-406-88030	City Attorney Fees	67.52
	Accounting/Auditing Computer Programming/	7,446.40 381.17
502-406-88040 502-406-88100	Professional Services	13.51
502-406-92090	Taxes, Licenses, & Fees	2,296.44
502-510-70010	Office Supplies	16.56
502-510-70060	Small Tools & Equipment	72.89
502-510-70100	Uniforms	204.07
502-510-70130	Street Materials	190.43
502-510-70140	Utility Parts & Supplies	17.66
502-510-70160	Gasoline & Diesel	1,238.40
502-510-70440	Miscellaneous Supplies	79.43
502-510-72020	Electric	915.05
502-510-72030	Telephone	367.85
502-510-80020	PG&E Wholesale Transpor	143,101.84
502-510-80030	Gas Purchases for Resale	97,031.41
502-510-80100	Gas Assistance Program	260.20
502-510-84010	Office Equip. Repairs & M	49.96
502-510-84030	Buildings Repairs & Maint.	37.14
502-510-84060	Vehicle Parts, Repairs &	209.48
502-510-86030	Subs., Dues, & Publications	43.20
	,,	.5120

	Account Summary	
Account Number	Account Name	Payment Amount
502-510-88040	Computer Programming/	89.11
502-510-88100	Professional Services	2,058.65
502-510-98030	Office Furniture & Equip	351.39
503-406-70010	Office Supplies	108.32
503-406-70030	Postage & Freight Out	111.59
503-406-70040	Printing & Binding	548.05
503-406-70160	Gasoline & Diesel	126.83
503-406-72030	Telephone	55.57
503-406-84010	Office Equip. Repairs & M	68.46
503-406-86030	Subs., Dues, & Publications	20.90
503-406-88010	City Attorney Fees	38.58
503-406-88030	Accounting/Auditing	7,629.56
503-406-88040	Computer Programming/	289.44
503-406-88100	Professional Services	5.07
503-406-92090	Taxes, Licenses, & Fees	1,509.09
503-520-70010	Office Supplies	7.10
503-520-70100	Uniforms	57.63
503-520-70140	Utility Parts & Supplies	187.47
503-520-70160	Gasoline & Diesel	236.93
503-520-72010	Water, Gas, Sanitation &	1,560.07
503-520-72020	Electric	12,730.03
503-520-72030	Telephone	98.70
503-520-82030	Equipment Rental	17.00
503-520-84010	Office Equip. Repairs & M	44.20
503-520-84020	Major Equip. Repairs & M	87.50
503-520-84030 503-520-84051	Buildings Repairs & Maint. Grounds Chemicals & Mai	930.00 4,327.92
503-520-86030	Subs., Dues, & Publications	4,327.32
503-520-86033	Certifications, Renewals &	149.99
503-520-88040	Computer Programming/	70.28
503-520-88100	Professional Services	1,120.13
503-520-96500	Fiscal Agent Fees	1,250.00
503-520-98050	Capital Purchases	31,100.00
503-521-70010	Office Supplies	2.37
503-521-70100	Uniforms	204.06
503-521-70160	Gasoline & Diesel	1,238.38
503-521-70440	Miscellaneous Supplies	79.43
503-521-72010	Water, Gas, Sanitation &	237.80
503-521-72020	Electric	762.18
503-521-72030	Telephone	281.21
503-521-84010	Office Equip. Repairs & M	8.33
503-521-84030	Buildings Repairs & Maint.	62.27
503-521-84060	Vehicle Parts, Repairs &	209.46
503-521-86030	Subs., Dues, & Publications	21.60
503-521-88040	Computer Programming/	69.49
503-521-88100	Professional Services	3.38
503-521-98994	La Questa Lift Station Reh	3,600.67
503-521-98995	New Lost Gatos Lift Station	185.40
504-406-70010	Office Supplies	10.56
504-406-70030	Postage & Freight Out	7.18
504-406-70040 504-406-70160	Printing & Binding Gasoline & Diesel	47.61
504-406-70160	Telephone	11.03 5.57
504-406-84010	Office Equip. Repairs & M	5.57
504-406-86030	Subs., Dues, & Publications	1.10
504-406-88010	City Attorney Fees	3.86
504-406-88030	Accounting/Auditing	989.64
504-406-88040	Computer Programming/	14.45
		2

	Account Summary	
Account Number	Account Name	Payment Amount
504-406-88100	Professional Services	1.69
504-406-92090	Taxes, Licenses, & Fees	131.22
504-530-88170	Mid Valley Sanitation Serv	187,411.39
504-535-70100	Uniforms	31.58
504-535-70160	Gasoline & Diesel	2,008.03
504-535-84060	Vehicle Parts, Repairs &	32.15
504-535-88100	Professional Services	39.50
506-540-72030	Telephone	32.90
815-609-88100	Professional Services	5,550.50
820-610-70010	Office Supplies	2.35
820-610-72030	Telephone	0.48
820-610-84010	Office Equip. Repairs & M	2.10
820-610-86030	Subs., Dues, & Publications	5.50
820-610-88010	City Attorney Fees	340.00
820-610-88030	Accounting/Auditing	7,446.40
820-610-88040	Computer Programming/	0.38
820-610-88100	Professional Services	1,716.78
820-610-96512	Continuing Disclosure Fees	101.25
950-000-31100	Federal Withholding	72,652.02
950-000-31200	State Income Tax Withheld	31,202.66
950-000-31300	FICA Withheld	102,319.14
950-000-31400	Medicare Insurance With	23,929.78
950-000-31500	State Disability Insurance	9,352.23
950-000-32100	Employee Deferred Comp	33,248.30
950-000-32400	Life Insurance	1,033.12
950-000-33000	CLOCEA Dues Withheld	1,529.70
950-000-33200	CPOA Dues Withheld	1,491.84
950-000-33300	Fire Assoc. Dues Withheld	1,880.00
950-000-34010	Other W/H Garnishments	1,636.82
950-000-34060	Prepaid Legal Services	296.38
950-000-34500	Unreimbursed Med/Dep	769.14
950-000-34610	AFLAC Administration Fee	75.00
	Grand Total:	1,518,243.21

Project Account Summary

Project Account Key		Payment Amount
None		1,518,243.21
	Grand Total:	1,518,243.21

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

Subject:	Adopt Resolution No. 4097 Approving the Building Inspector Trainee/I/II Job Description
Meeting Date:	Thursday, June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager and Assistant City Manager recommending adopting Resolution No. 4097 Approving the Building Inspector Trainee/I/II Job Description.

II. BACKGROUND:

Council previously authorized a Building Inspector Trainee position for FY 23. The Job Description is attached.

III. DISCUSSION:

IV. ALTERNATIVES:

Do not approve (not recommended)

V. FISCAL IMPACT:

There is no fiscal impact associated with approving the Job Description.

ATTACHMENTS:

File Name

- Res_4097_Building_Insp_Job_Des.doc
- Building_Insp_Trainee_I_II_Job_Des.docx

Description Resolution Job Des

RESOLUTION NO. 4907

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA BUILDING INSPECTOR TRAINEE/I/II JOB DESCRIPTION

WHEREAS, the City Manager and her staff have presented the City Council with a Building Inspector Trainee/I/II Job Description; and

WHEREAS, the Building Inspector/I/II Job Description has been reviewed by the City Council and the City Council has determined that the Job Description is adequate and necessary; and

WHEREAS, the City Council has determined to approve the Building Inspector Trainee/I/II Job Description.

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

1. The Building Inspector Trainee/I/II Job Description is hereby approved.

2. The City Manager and her designees are authorized to implement and carry out the provisions of the Building Inspector Trainee/I/II Job Description.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the 16 day of June, 2022, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk/Deputy City Clerk

Building Inspector Trainee/I/II

Pay Class Trainee: 25 Basic Pay Class I: 27 Basic Pay Class II: 28 Basic FLSA Non-Exempt

DEFINITION

Under close to limited supervision of the Assistant City Manager or his/her designee, performs routine and complex structure and building system inspections at various stages of construction, alteration and repair, investigates and secures compliance with housing, zoning, environmental and general land use standards, reviews building plans and specifications, processes and issues permits and performs other duties as assigned.

CLASSIFICATION

The assigned duties in this multi-class range from entry to advance, and from routine to more complex as the incumbent demonstrates the ability to perform such duties.

Building Inspector Trainee - This is the entry-level class in the Building Inspector series. Positions assigned to this class work under supervision on a training basis in the performance of combination inspections of commercial and residential buildings and structures in every stage of construction, alteration, demolition and repair, reviewing building plans and specifications, and enforcing building, plumbing, electrical, mechanical and housing codes and states laws. The progression of Building Inspector Trainee to Building Inspector I requires an evaluation of employee skill, performance levels and completion of required certification/training.

Building Inspector I - This is the intermediate-level class of the Building Inspector series. Incumbents are expected to perform a variety of building inspection tasks without detailed instructions. As skill and knowledge increases, more difficult duties are assigned for advancing to Building Inspector II. Advancement to Building Inspector II requires an evaluation of employee skill, performance levels, and completion of required certifications/training.

Building Inspector II - This is the advance-level of the Building Inspector series. Incumbents perform the full range of assigned duties and may receive occasional instruction as new or unusual situations arise. Incumbents are expected to be fully aware of the operating guidelines and procedures within the Division and may make independent decisions within the frame-work of written and oral instructions and accepted practices, processes and procedures while completing assignments..

EXAMPLES OF ESSENTIAL DUTIES

<u>NOTE</u>: 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.

- Performs field construction inspections of residential and commercial structures, including plumbing, electrical, roofing, heating and air conditioning, and energy saving equipment.
- Ensures compliance with applicable codes, ordinances and regulations.
- Investigates violations of building and housing laws and inspects vacant and sub-standard housing for code compliance.
- Checks construction plans and specifications for completeness and accuracy.
- Issues permits and calculates fees.
- Provides information to the public regarding all phases of building construction, code compliance, and related functions.
- Builds and maintains positive working relationships with coworkers, other City employees, and the public using principles of good customer service.
- Fosters and environment that embraces diversity, integrity, trust and respect.
- Maintains official records of applications received, permits and certificates issued, fees collected, reports of inspections and notices and orders issued.
- Responds to emergencies when called upon by supervisor or emergency dispatchers to assist as technical expert in evaluation of safety.
- Participates in Fire Department and County Health Department inspections as requested.
- Answers phones, schedules inspections, compiles and files building plans and other related construction documents, retrieves building files, assessor's parcels and other computerized records.
- Prepares reports, work orders, correspondence, memos, emails, warning letters, citations, calculations, analysis, grants, diagrams, or technical materials as needed.
- Performs outreach and prepares outreach materials.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

<u>NOTE</u>: The specifications listed below outline the <u>desirable</u> qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

Building Inspector Trainee:

- **Education**: High school diploma or equivalent.
- **Experience**: Three (3) years of increasingly responsible experience in field construction, plumbing, electrical, roofing, heating and air conditioning, energy saving equipment or a related field.
- Licenses: Valid State of California Drivers License; must be insurable under the City's insurance policy without any additional premiums or costs being incurred by the City.
- <u>Certifications</u>: Possession of, or ability to obtain, within one (1) year of appointment, certification as Building Inspector issued by International Code Council or other equivalent state, national or international association AND Certified Access Specialist Program (CASp).

Additionally, should progress toward obtaining International Code Council Certification in one or more specialized areas including plumbing, mechanical or electrical inspection annually until certification in each specialized area is obtained as these certifications will be needed to advance from a Building Inspector I to a Building Inspector II.

Building Inspector I:

Education:	High school diploma or equivalent.
Experience:	Four (4) years of increasingly responsible experience in field construction, plumbing, electrical, roofing, heating and air conditioning, energy saving equipment or a related field.
Licenses:	Valid State of California Drivers License; must be insurable under the City's insurance policy without any additional premiums or costs being incurred by the City.
<u>Certifications</u> :	Possession of certification as Building Inspector issued by International Code Council or other equivalent state, national or international association AND Certified Access Specialist Program (CASp).
	Additionally, MUST obtain International Code Council Certification in one or more specialized areas including plumbing, mechanical or electrical inspection annually until certification in each specialized area is obtained.

Building Inspector II:

Education: High school diploma or equivalent.

Experience: Five (5) years of increasingly responsible experience in field construction, plumbing, electrical, roofing, heating and air conditioning, energy saving equipment or a related field.

<u>Licenses</u> :	Valid State of California Drivers License; must be insurable under the City's insurance policy without any additional premiums or costs being incurred by the City.
Certifications:	Possession of certification as Building Inspector issued by International Code Council or other equivalent state, national or international association AND Certified Access Specialist Program (CASp).

Additionally, MUST obtain International Code Council Certification in specialized areas of plumbing, mechanical and electrical inspection.

<u>NOTE</u>: 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

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

Knowledge of: Principles, practices and methods used in various building construction areas, including plumbing electrical, and mechanical; federal, state and local laws, regulations, codes and ordinances related to building construction and zoning; modern office practices, methods and equipment, including computer and applicable software; characteristics and use of standard equipment used in building inspection and the building trades; occupational hazards and standard safety procedures.

<u>Skill and Ability to:</u> Read and interpret complex plans and specifications; analyze complex building inspection and code enforcement issues, evaluate alternatives and reach sound conclusions; interpret and apply applicable laws, codes and regulations; maintain an accurate records filing system; maintain certification through continuing education programs; communicate clearly and concisely, both orally and in writing; deal effectively using tact and courtesy with groups or individuals involved in the building industry and the general public; establish and maintain effective relationships.

ATTITUDE

Characterized by initiative, commitment to teamwork and quality performance, and a customerservice orientation; must interact in a positive manner with City employees and the public.

PHYSICAL REQUIREMENTS

<u>NOTE</u>: The physical 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.

Sufficient mobility to work indoors and outdoors in hot, cold, wet, humid or windy weather conditions; ascend and descend ladders, scaffoldings, stairs or inclined surfaces; ability to stoop, kneel, crouch, crawl, bend, squat, push and pull; reach, lift, load and unload heavy materials; detect unusual odors; sufficient hearing and speech to communicate in person and over the

telephone; dexterity to use small tools, grasp, grip and maintain fine manipulation with dominant/non-dominant hand, see well enough to read small print, gauges, instruments and distances sufficient to see oncoming traffic, read signs and hazards; mobility to attend meetings, make presentations and visit various work sites; vision abilities for close, distance, color, peripheral sight and depth perception. Job functions may include working near moving mechanical parts and occasional exposure to fumes, toxic or caustic chemicals and a noise level that will range from quiet, while in an office environment, to moderately noisy while in the field. Individuals must exercise good judgment and be flexible, creative and sensitive in response to changing situations and needs.

Approved by: ____

Marissa Trejo, City Manager Date

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

Subject:	Rejection of Claim for Damages Presented by Ralph Gorrill
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

It is recommended that the City Council reject the claim for damages presented by Ralph Gorrill.

II. BACKGROUND:

Mr. Gorrill filed a claim with the City of Coalinga (see attached) on March 9, 2022. The claim alleges that claimant was walking on the sidewalk when he stepped into a pothole, causing him to fall face-first onto the ground and sustain a compound fracture of his left lower arm.

The claim was sent to George Hills Company for review. After review and investigation of the claim it was determined the City did not have notice of a dangerous condition of public property prior to the occurrence of this incident. A "dangerous condition" means a condition of property that creates a substantial (as distinguished from a minor, trivial, or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used. In this case, the area where this loss took place is also open and obvious.

III. DISCUSSION:

George Hills Company recommends the claim be rejected due to Government Code section 835 which applies to this claim and states that a public entity is not liable for damage or injury arising out of a dangerous condition of public property unless the public entity creates the dangerous condition or they have notice of the dangerous condition for a sufficient time prior to the occurrence of the damage or injury to have taken measures that would have prevented the damage or injury.

Except as provided by statute, a public entity is liable for injury caused by a dangerous condition of its property if the plaintiff establishes that the property was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury which was incurred, and that either: (a) A negligent or wrongful act or omission of an employee of the public entity within the scope of his employment created the dangerous condition; or (b) The public entity had actual or constructive notice of the dangerous condition under Section 835.2 a sufficient time prior to the injury to have taken measures to protect against the dangerous condition.

IV. ALTERNATIVES:

Accept claim as presented by Ralph Gorrill (staff does not recommend).

V. FISCAL IMPACT:

The fiscal impact will be determined by Council decision.

ATTACHMENTS:

File Name

Gorrill_Ralph_Claim_for_Damages_03092022_.pdf

Description Gorrill Ralph Claim for Damages 03-09-2022

CALINGA	CLAIN	F COALIN	IGA	MAR () BY:
RETURN TO: CITY OF COALL OFFICE OF THE 155 WEST DURJ COALINGA, CA	CITY CLERK		0 0 2	UTION: CITY ADMINISTRATOR CITY ATTORNEY FINANCE DEPARTMENT (Original/1) INSURANCE ADJUSTER DEPARTMENT: <u>Risk Management</u> CITY CLERK'S LOG
 Claims for damag READ ENTIRE C 	es to real property must	be filed not later than one	(1) year afte	tter than six (6) months after the occurrence r the occurrence (Gov. Code Sec. 911.2).
Ralph Gorrill	ana ana amin'ny fisiana dia mampikana amin'ny fisiana amin'ny fisiana amin'ny fisiana amin'ny fisiana dia mampi		n el las managementes de la compañía de acom	
NAME OF CLAIMAN	T		DATE O	F BIRTH OF CLAIMANT
193 W Jefferson St.		Coalinga, CA 93210	(
HOME ADDRESS OF	CLAIMANT	CITY/STATE/ZIP	HOME T	ELEPHONE NO.
BUSINESS ADDRESS	OF CLAIMANT	CITY/STATE/ZIP	() BUSINE	SS TELEPHONE NO.
different from home ad	dress):	Maison Law al Ave. Ste. 460 Glendale,		SSENT REGARDING THIS CLAIM (IF Phisig- 600 - Laoa
DATE: 02/13/2022 TIME: 12 PLACE OF ACCIDEN	□ A.M. T (OCCURRENCE) - B	30 P.M.	fully and (if a measuremen	applicable) locate on diagram on reverse ts for landmarks.
W Cedar Ave & N 6th	St. Coalinga, CA 93210			
HOW DID DAMAGE (Mr. Gorrill was wa	DR INJURY OCCUR? alking on the sidewalk wh	en he stepped into a potho	le, causing h	im to fall face-first into another.
WERE POLICE AT SC	ENE? DYES XONO	WFRF PA	RAMEDIC	S AT SCENE? XYES ONO
WHAT PARTICULAR City employee causing t	ACT OR OMISSION he injury or damage, if k	DO YOU CLAIM CAUS	SED THE IN	JURY OR DAMAGES? (Give name of
		Large p	othole, unev	en ground, cracks on the sidewalk.
HOW WAS THE AMO	UNT OF CLAIM COMP	e estimate of amount of any PUTED? (Be specific, list		injury or damage) \$ Over \$25,000 repair estimates, etc.)
PLEASE ATTACH TV DAMAGES INCURREI	VO (2) ESTIMATES.			
ITEM/DATE Comp	oound fracture to left lowe	er arm- both ulna & radial b		 Pending medical bills.
ITEM/DATE_Bruis ITEM/DATE ITEM/DATE	ing and scraps to face.		AMOUNT AMOUNT AMOUNT AMOUNT	S
	T CLAIMED AS OF PI	RESENTATION OF TH	IS CLAIM:	S
				i later i i
TTEM/DATE			AMOUNT AMOUNT	
ITEM/DATE			AMOUNT AMOUNT	
TOTAL ESTIMAT	TED PROSPECTIVE D	AMAGES:	700000111	S

CAMINITOR DAMAGES TO P	ERSON OR PROPERTY	Page 2
WITNESSES TO DAMAGE OR INJURY: (Li	st all persons known to have information. (Use attachment if necessary.	.)
NAME:	NAME	
IF INJURY, GIVE NAME, ADDRESS, TELEP	HONE, DATE & TIME OF DOCTOR(S) OR HOSPITAL(S) VISITED);
DOCTOR:Still treating	TELEBHOND.	
The state of the s	DATE/TIME.	
ADDRESS:	TELEPHONE: DATE/TIME:	
PLEASE READ THE FOLLOWING CAREF		
ancertons. Indicate place of accident by "X" and	ag diagram, the names of streets, including NORTH, EAST, SOUTH AN I by showing house numbers or distances to street corners.	
If a City vehicle was involved, designate by lett yourself or your vehicle when you first saw City yourself or your vehicle at the time of the accident	er "A" location of the City vehicle when you first saw it, and by "B" vehicle; location of City vehicle at time of accident by "A-1" and locati at by "B-1" and the point of impact by "X".	location of ion of
NOTE: IF A DIAGRAM BELOW DO	ES NOT FIT THE SITUATION, ATTACH A PROPER DIAGRAM	SIGNED
BY CLAIMANT.		
	< N. 6th St.	
	ARKWAY SIDEWALK	Trading Logist
· //		
UPON MY INFORMATION AND BELIEF; AND	AIM AND KNOW THE CONTENTS THEREOF; AND CERTIFY OGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN ST AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.	FATED
UPON MY INFORMATION AND BELIEF; AND	KIE EXCEPT AS TO THOSE MATTEDS WHICH ADD DEDUGLOT	FATED
UPON MY INFORMATION AND BELIEF; AND I CERTIFY (OR DECLARE) UNDER	ASE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN ST AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.	FATED
UPON MY INFORMATION AND BELIEF; AND I CERTIFY (OR DECLARE) UNDER	AS TO THOSE MATTERS WHICH ARE HEREIN ST AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE.	FATED
UPON MY INFORMATION AND BELIEF; AND I CERTIFY (OR DECLARE) UNDER CORRECT. SIGNATURE OF CLAIMANT OR AGENT	ABLE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN ST AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE. PENALTY OF PERJURY THAT THE FOREGOING IS TRUE Martin Gasparian 03/03/22 TYPE OR PRINT NAME DATE	AND
UPON MY INFORMATION AND BELIEF; AND I CERTIFY (OR DECLARE) UNDER CORRECT. SIGNATURE OF CLAIMANT OR AGENT	AGE EXCEPT AS TO THOSE MATTERS WHICH ARE HEREIN ST AS TO THOSE MATTERS I BELIEVE THEM TO BE TRUE. R PENALTY OF PERJURY THAT THE FOREGOING IS TRUE Martin Gasparian 03/03/22	AND

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

Subject:	Rejection of Claim for Damages Presented by Sheldon Niiyama
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

It is recommended the City Council reject the claim for damages presented by Sheldon Niiyama.

II. BACKGROUND:

Mr. Niiyama filed a claim with the City of Coalinga (see attached) received on May 17, 2022. The claim alleges dangerous condition of roadway against the City. The claim was sent to George Hills Company for review. After review and investigation of the claim it was determined this motor vehicle accident occurred outside of City jurisdiction, in Unincorporated Fresno County.

III. DISCUSSION:

George Hills Company recommends the claim be rejected since the loss location is not owned or maintained by the City. We will then follow up with a letter to claimant's attorney, along with a jurisdictional map showing that this is outside of the City's jurisdiction, and will also warn of the consequences for continuing to pursue the wrong entity.

IV. ALTERNATIVES:

Accept the claim as presented by Sheldon Niiyama (staff does not recommend).

V. FISCAL IMPACT:

The fiscal impact will be determined by Council's decision.

ATTACHMENTS:

File Name

NIIYAMA SHELDON Claim for Damages 05-17-2022.pdf

Description
NIIYAMA SHELDON Claim for Damages 05-17-2022

CLAIM FOR DAMAGES CITY OF COALINGA

RECEIVED

MAY 1 7 2022

BY:

Claimant presents this claim for damages to the City of Coalinga in an amount in excess of the minimum jurisdictional limits of the Superior Court of the City of Coalinga. In support of this claim, the following information is submitted:

- 1. <u>Claimant:</u> Sheldon Niiyama ("Claimant"), date of birth 8/21/1957, resides at 760 Maria Way, Gilroy, CA 95020, 831-264-3172.
- <u>Address to Which Claimant Wish Correspondence to be Mailed:</u> Laura M. Morris, Esq., Callahan & Blaine, APLC, 3 Hutton Centre Drive, Ninth Floor, Santa Ana, CA 92707.

CLAIM INFORMATION

- 3. Dollar Amount of Claim: In excess of \$1,000,000.00.
- 4. <u>Dollar Amount Explanation</u>: Claimant sustained catastrophic injuries including, but not limited to, a traumatic brain injury, broken leg, broken sternum, shattered shoulder, broken hip, emotional trauma and post-traumatic stress disorder. Claimant is seeking to recover both general and special damages. He is still undergoing medical care and treatment and will incur medical expenses for future care and related needs. He has also sustained loss of earnings and will sustain a loss of earnings capacity. The total amount of Claimant's claim is unknown because his condition is not stable which is why an estimate was provided.
- 5. <u>Incident Location</u>: Jayne Avenue, .4 miles east of Butte Ave., Unicorp, Fresno County, California. A copy of the Traffic Collision Report describing the scene is attached hereto as **Exhibit A**.
- 6. <u>Specific Damage or Injury Description</u>: Claimant sustained catastrophic injuries including, but not limited to, a traumatic brain injury, broken leg, broken sternum, shattered shoulder,

broken hip, emotional trauma and post-traumatic stress disorder. Claimant is seeking to recover both general and special damages. He is still undergoing medical care and treatment and will incur medical expenses for future care and related needs. He has also sustained loss of earnings and will sustain a loss of earnings capacity. The total amount of Claimant's claim is unknown because his condition is not stable which is why an estimate was provided.

- 7. <u>Circumstances that Led to Damage or Injury:</u> On November 15, 2021, at approximately 6:20 p.m. Claimant was traveling eastbound in the single eastbound lane of travel along Jayne Avenue when another vehicle driven westbound by Nephtall Salome Monano Rosos in the single westbound lane of Jayne Avenue, suddenly veered into the eastbound lane and into the oncoming path of the vehicle driven by Claimant, causing a head-on collision. Both vehicles sustained major damage consistent with a head-on collision. A copy of the Traffic Collision Report describing the scene is attached hereto as **Exhibit A**.
- 8. <u>Why the City is Responsible:</u> Claimant is informed and believes that the City is responsible for the design, control, and organization of Jayne Avenue at the location where the accident occurred, .4 Miles East of Butte Avenue ("Accident Location"), including maintenance of roadway. Claimant is informed and believes the City contributed to the cause of this accident due to the dangerous condition of public property at the Accident Location, including but not limited to, the following:
 - a. There was negligence in the ownership, control, construction, maintenance, inspection, placement, supervision, repairs, design, modifications of and to the roadway in the area of the Accident Location, including creating and failing to warn against non-obvious and concealed dangers to motorists using the roadway at and near the Accident Location. These failures include the failure to properly maintain the roadway at and near the Accident Location and remove or ameliorate any hazards present such as those that may impair visibility or confuse motorists using the roadway.

- b. The City failed to properly maintain the roadway at the Accident Location by failing to have proper pavement markings to ensure motorists were clear regarding the direction of travel and/or would not veer or turn in to oncoming traffic thereby causing an accident such as the one that lead to Claimant sustaining significant injuries and damages.
- c. The City failed to have sufficient lighting at the Accident Location which would ensure motorists were clear regarding the direction of travel and/or would not veer or turn in to oncoming traffic and would see oncoming traffic thereby avoiding veering or turning in to oncoming traffic causing an accident such as the one that lead to Claimant sustaining significant injuries and damages.
- d. The City failed to have rumble strips, rumble stripes or another road safety feature separating opposing traffic to alert an inattentive or confused driver or a driver not familiar with the roadway of a potential danger or hazard thereby decreasing the likelihood of head-on and opposite direction side-swipe crashes such as the subject accident.
- e. The City failed to have a median divider to prevent head-on and opposite direction side-swipe crashes which was warranted due to the speed of drivers, lighting or another road safety feature on separating opposing traffic to alert an inattentive or confused driver or a driver not familiar with the roadway of a potential danger or hazard thereby preventing and/or decreasing the likelihood of head-on and opposite direction side-swipe crashes such as the subject accident.
- f. Claimant is informed, believes, and based thereon alleges that there have been multiple prior accidents at approximately the Accident Location as a result of, among other things, the failure to have proper pavement markings, failure to have rumble strips, rumble stripes or another road safety feature and/ or a median divider and/or due to insufficient lighting.

Claimant is further informed, believes, and based thereon alleges that if, among other things, there had been proper safety precautions taken such has having proper pavement markings, rumble strips, rumble stripes or another road safety feature and/ or a median divider and/or proper lighting at the Accident Location, it would have prevented the motorist who hit claimant from veering in to his lane and causing the subject accident.

Claimant is furthered informed, believes, and based thereon alleges that the failures as set forth above, created an unreasonably dangerous condition on public property in violation of Government Code §§835 and 840.2 and that due to the accident history at the Accident Location and investigation and studies done by the City they had notice of said dangerous condition.

Claimant is informed, believes, and based thereon alleges that City had an ongoing and continuous ownership and/or control over and responsibility for, among other things, the Accident Location and, therefore, had a duty to ensure that the area was as safe as possible including, but not limited to having proper pavement markings, rumble strips, rumble stripes or another road safety feature and/ or a median divider and/or proper lighting at the Accident Location in order to prevent and/or decrease the likelihood of head-on and opposite direction side-swipe crashes such as the subject accident.

- g. The cause of the City's aforementioned negligence and malfeasance as set forth above includes, but is not limited to, the failure to properly supervise, educate, train, monitor, and test workers including employees and independent contractors who were responsible for doing the acts and tasks noted above.
- h. There was also failure to warn of known risks and hazards, some of which were created by the City and some of which existed for a sufficient period of time to provide warnings and/or remove the risk or hazard and failure to warn of previous similar accidents.
- i. Due to these dangerous conditions, which were created and allowed to exist by the City, on November 15, 2021, Claimant was driving at the Accident Location and was

struck by a driver who veered in to his lane causing him significant injuries and damages.

- 9. <u>Medical Treatment:</u> Claimant was taken via ambulance from the scene of the accident and thereafter was hospitalized for weeks. He sustained catastrophic injuries including, but not limited to, a traumatic brain injury, broken leg, broken sternum, shattered shoulder, broken hip, emotional trauma and post-traumatic stress disorder. He is still undergoing medical care and treatment and will incur medical expenses for future care and related needs.
- 10. <u>Reservation of Right to Amend and/or Supplement Claim:</u> Claimant reserves the right to amend and/or supplement this Claim for Damages, including asserting new theories of liability or causes of action, upon discovery of new or additional information or facts. Claimant reserves the right to supplement or amend this claim as discovery proceeds in this matter. This claim is being made on the best information currently available to Claimant.

Dated: May 13, 2022

CALLAHAN & BLAINE, APLC

By: Jaune M. Monsie

EXHIBIT A

EXHIBIT A

CHAL	55 PI	age 1 (Rev.	H REF 3-20) 0	PI 060	and the										
	CONDET	DVS	i montanimuum	SPLUTED		4 2817		Tratige to taking is ye	handragen an alleranda handragen av der			AUCICUL DISTRE	TLOCAL REPORT	Pepe	f ot
				No.49 bd. e	all marks	J UN	INCORPO	RATED	reana	Superto	r Court "5	1" Street Courthouse	9495-202		
-	CRAS	Security 5 ex		1		FRE	ESNO			ALCONTING	E (DES HINDOW	AUAT 0.53	MONDAY	TINA X M	
		B AVENUE							1	171 S/203		TIME (2450) 1820		OFTERS	
· 13	UNLCOCK	P B-FCHIGA (BOA	Wards - changes - co	- Annual Province of	an a		000 600	ROMA SHE	1	45 2 Loz 2 - 143	4-b	Turn	PHOTOGRAPHINA	020021	-
			Same and the second second		M	THE PARTY NAME OF THE	LATITUDE	36.137774		LON	01.1- advre	49369	OFFICER	1 JAK	
- 11		0.4 MILES I		nirrer	AARTINATIO						anne anne anne anne anne anne anne anne	TATE MUT REL	WAT PILLON I	TOP BY E BIT EN	in Walk
TY	HILE	LOC NZ MILLI	1	80134	STATE	C.A.ME	ANH BAD	19412612	80.F. 14	ON YEAR	MARIE WORK	THE XNO	1 and	all sugar	1.44
	4165			in weither and the	CA	C	1.	101		011		UNDRA BLK	NB495A	1000 C C C C C C C C C C C C C C C C C C	CA
		TALI SALO		NTANT	BARAS			nder offendering and and				are example as an entry of the sum area and	* WINNERS PROFILE	5	Sur Ches
	The T	- anilas	111 42 14 L42		RUARS		1175-118-119-119-119-119-11-11-1	and the second		MEDEN	B MONT	SAME AS DRIVER	And the second second		1
2		INDERWO	DDAVE	INUE						JAN BAAR			S	and the second	
1	Acerl	A. 1. 1.			· PER MANUS AL			annotation an				X DAME AD DRIVER			
10	1 <u>4</u> .¥¥	ARD CA 94	544	aisg.set	TWA PURP		IN PLANE		CH.	ST Gainch	ICP VEINCLE O	S ONDEAS OF X OFFIC	ER Tent	te Lloi	NEW
	51	ARN	MRN	51 5 ¹¹	170	Bins.	Day YM	HACA	C	AL-ST	TE TOW	NG - (559)945-9262	North Control of Contr	Sea.	
** **	OVE PH	CRAE	hand ground		003PHESS							MDEA STERYAFTERA	AMPARENI	ADTER TO	MARR
		1-7582:		H	UNKN					NEM A	C TYPE	STATISTICS DAWAO	CI 15334	SPACE IN DA	MADED
1	LLST					POLICY N 064266					1	UNK DHONE		18C	XX
	Series?	ON BIRES TON	- enant			LANSE	mound	TOTAL I	EFD CA	11	L	MOD. DAMAJOR	X AOLI-OVER		×
11		JAYNE AV				WVH	1	1 5	CA	4.7	te	PUPSO NOT	AND THE REAL PROPERTY.		4
1	13096				CA	CLASS	AND BACH	BARETYSO		H TLAN	CARE WODEL		UCENSE N	UVER A	[statt
N MA	A ME AFINE	BP. MODIE LASI	1.		104		<u></u>	G	30	106	NISS AL	TIMA SIL	SWRLB	72.	CA
0	inter e l'as	ON DEAN N MAREOR		A	andre al an			-	-	ACK & GAL		X SAME AS DRIVER	munar des prosessantes	1940) () () () () () () () () () () () () ()	
ch	TATA Y	1.12 M		ll dente en			TT			NGP & ADO	MESE	X JEANS AS ORVER	19.110 (1 .10)	and and adaptively the	61.111 <u>216</u>
112		IT ¥ CA 939	1310 56.410	in Corgon	Prest						OF VEHICLE ON		SH	a l'Ion	ER.
1		BRN	DIRAN	5' 5"	165		Day Yes	note	(N	TERST	ATE TOW	ING - (559)935-2126		tone of	-
4(2)	W.5 8.41	at .		L.S. Martines	EUEACAB I	PHONE	CHAL	10	1.81	ALE IDEN	THE A FLOW AND	INALLIDXEN	APPAMENT	REFER TO	NARHA
		4-3172		Second States of the second	(559) 67	2-6140		Ministry		VERKU	TYPE T	Geographie formatic symposi	3/1848	SHADE IN DAT	AGEDA
1	ONE					NONE	NOTE P		0			tion of the second second	MINOR		-
NC	AGEL [א אס דשמאלצ לא		ann in Arabita		LANE	LANES	CANER 123		<u>.</u>		ROLWW ROW	HOLL-OVER	1 C.	3
		LAYNE AVE	INUE .		MATE	F/B.		1 35	CAL.		78.	where allegant	· · · · · · · · · · · · · · · · · · ·	Barran	1
TR.					30 A.16	CLASA	MER BALL	SALCTA COL	P. NOI	THEME	OTALAGELE	0.01	AR BISC NU	R.EV	STATL.
TR.		LANDLE LAND	una data adala	· ····································			-	1	-		nan Marina Statistica (San San San San San San San San San San	an a		Branch Association	come - conta
TRU TRU DRU	ne in al								0.10	VOI S PEALS	1	SAME AS ORIVER.			
States			and and an and a state of the	Notation	a distance of the second second				-	CATS ABO					
State	LE NO	24533	an daada daadaga ay	Neffiklinin Netiterene	a Alislana alistema anno an a										
State	LE NO	24533	an and contractor	1969265555555556565555555555555555555555	n. Albelm an albelm an ann an an ann an ann an ann an ann an a			••••			acio (BAME AS ORIVER			
arina TRI DRI Store	ELE AOL	29533			. Alala						e veneçilê çiye		a Toswei		cn
State	ELE AOL	29533	F1F3		let set	Ma. Cila	ThE-ATE Day Yest	HAGE -	É15 ⁸	danda o	° vs≈q¢L& QiA	DRUBRE OF			en
Sim TRJ	ELE AOL	296243	F163	10030000000000000000000000000000000000	India Sea P	1	ThE-APE Day Yest	esac e	PARC	Cunder O	7. 	DREERS OF	A DASAVES		
Sind L	PETATE	29634 29 WA	F183			HONE	-	exce ,	PARC	Cunder O	P VENOULE CHA	DREERS OF		hand a	IARRA?
Sind L	PETATE	296243		101100		1	-	exce	PARC	CLE IOENTI	P VENERLE CHI	DROBAS OF OFFICE	PPARENT [RFFER TO P	IARRA?
Sint Sint Sint Sint Sint Sint Sint Sint	IE PADA	29634 29 WA		NGIGHT		HONE	498.P		PARC	CLE IOENTI	P VENERLE CHI	DECONTRACTOR DECON	PPARENT	RFFER TO P	IARRAT
SER A	IE PADA	29633 29 10 10 10 10 10 10 10 10 10 10 10 10 10				HONE POLICY NO	498.P	TCRE SHE	PARC	CLE IOEMIN VERECHEN VERECES	P VENERLE CHI		PPARENT [RFFER TO P	IARRA?

From

From: Bond Legal Group

Fax: 14248887663

To: 6198194004@refax.com Fax: (619) 819-4004

Page: 3 of 19 01/07/2022 9:41 AM

ATE OF CALIFORNIA PARTMENY OF CALIFORNIA HIGHWAY P RAFFIC CRASH CODIN HP 555 Page 2 (Rev. 3-20) OPI 0 17 07 CAMPA 100. DAY (TEAR)	VG	1.Sigx							ennoord kondona	-	-		Mage 2 69 13
1/15/2021	1\$20	9495					0491C68 00 020021					0.104	5-2031-10340
ROPERTY DUARS & MASH	And an and Add And And Anna 1987 - 685 - 64 (1999)	mandrada da sua s	CR		AQ2	11		and the second second second	hand been like or			A	
DAMAGE .	Smart An groff	TELEPHONE AUGER		-			WETHON O	NORPICATION (MA	ALL TO	ea.1 .	Astabr	141	LOGI INCRIME ALMER
	Land						TINPER	SON SHONE	OISPA1	100	n	CHR.	432
CHIPTADE OF DALLAGE		200.000			12				-	annachene	- Property in	-	2 21
SSATING POSITION 12.3 STATING POSITION 10. REAR OCC. TRK VAN. 12.3 STATION WAGON ETC. 4.5 B 11. POSITION UNKNOWN 10. Octimes.	0:00.000	ed RS USED Harness Not Used Harness Not Used NT Used NT Not Used	GIULD R G-IN VE B-IN VE B-IN VE G-IN VE U-NOM U-NOM DRIVER V-NO V-YES	HICL HICL HICL HICL HICL HICL HICL HICL	E NK	SE U FRU CLE IELNO	ised Miknovm Dpen use Mei Ser	AIR BAG S-UNKNOWN L-AIR BAG DEPI M-AIR BAG DEPI M-OTHER P-NOT REGUMEN EJECTED FR G-NOT EACTED S-PULT PIECT Z-PARTMALY SJ J-UNKNOWN	DEPLO	EHI	CL		INATTENTION CODES A- DELL PHONE HANDAHELD B- CELL PHONE HANDAFALD C- ELSCHOME COMPARENT B- SANDAING C- SANDAHE C- CARLOREN H- ANMALS L- RERSONAL HYDENNE L- RERSONAL HYDENNE S- OTHER
ITER	MS MARKED BELO	N FOLLOWED BY A	N ASTE	RISH	(7)	SH	OULD BE	EXPLAINED IN T	HE MAI	R.Ph	TIV	E.	
PRIMARY CRASH FACTOR IST HUMBER IN OF PARTY AT FAULT		DATROL DENCES	1	1	3.			AUTONATION	and the second second	11	2	11	MOVENENT PRECEDING CRASH
YC 21659 The The	A CONTROLS FO		N	X	1	A	ANE LEVEL	-9		-	1		A STEPPLO
B. OTHER IMPROPER DRIVING	CONTROLS N	TEUNCILONING"	1	+	-		SALLEVEL CAPACING				IX		B PROCEEDING STRAIGHT
A COMPANY AND		PRESENT IFACTOR		+	-		BAR LEVEL				-		C RAN OFF ROAD D MAKING RUGHT TURN
C OTHER THAN DRIVER"	177	OF CRASH	tion der harde wege	-	1	IE	SAELEWE	• 4	2		1		E MANING LEFT TURN
D UradiOnn-	B SIDE SWIPE	·····		L	1		SAL LOWER			-		-	E MANING LEFT TURN F MANING U TURN
the second s	G REAR END			٦.	hani	1	UNKNOWSY						G BACKING H SLOWANG / STOPPING
WEATHER MANAK I TO I ITEMS	D BROADSIDE		11	12	3		VEHICLE AN	itomation enga	GEO		İ		I PASSING DINERVEHICLE
A CLEAR B CLOUDY	F OVERTURNED	Sec. washing over section	X	X	1.		NO AUTON					_	J CHMINGLANES
C RAINING	G VENICLE / PEC	GETRIAN					PARTIAL AL				1		A PARKING MAHELAVER
D SNOWNG	H OTHER	and the other an anomala as ala as		da .	1			AL AUTOMATION	anni (analina)		-	-	M OTHER UNBAFE TURNING
E FOG / VISIBILITY FT. F OTHER:	MOTOR VEHIC	LE INVOLVED WITH				IE.	HIGH AUTO	MATION					N XING INTO CPPOSING LANE
G WAD	A NONCOLLISIO	1 TO 2 ITEMS		-	-		FULL AUTO				-	L.,	O PARKED
LIGHTING	B PEDESTRIAN	y		1		-	UNKNO AN	n Marina and Andrews Andrews Andrews Andrews		x		-	P MIRGING TRAVELING WRONG WAY
A DAYLIGHT	X C OTHER MOTO		_1.	-	1.	Ī	OTHERAS	BOGIATED FACTOR	181	e año		-	A OTEA.
B DUSK - DAWN C DARK - STREET UGHTS	E PARKED NOT	LE ON OTHER ROADW	INY I	1	3.	-		k 1 to 2 items)				-	S LANE SPLITTING
D DARK - NU STREFT LIGHTS	F TRAN	M VI IDLLE			20	A	Loc 2821 (30 (4)	ilanday Alfib	Brest	1	2	3 .	AGRRIETY - DRUG - PMY EICAL (MARK ALL THAT APPLY)
E DANK- STREET LIGHTS HOT	G BICYCLE	an a		1		A	CAN + 2	14904 BILL	and him and an	8	X		A MAD NOT SEEN DRINKING
FUNCTIONING-	H AMERAL			1		L			1720 100	_			B HOO - LINDER THE MPLUENCE
A DAY	1 FIRED COJECT		3			C	ENC SECTIONAR	alanan arres	8153	-		-	C KED-NOT UNDER "SFLUENCE"
U WET	J OTHER CONC	T		1		D	and the second second	Shine and the property of the second	1-140		-	1.1	D NOD - IMPAIRMENT UNKNOWN"
C BNOWY . KY						Statestic.	VISION OBS	CUREMENT	alan sinah l	0.074			DRE ERAM CONCURTED
D SLPPERY MUDOY, OILY 21C RDADWAY CONDITIONS!	IK ACOINCHAL O	ANS ACTIONS		4			INATIENTS			-		_	STINULAIT
MARK I TO RITEUS	X A NO PROESTRE			-	-		STOP & OO ENTERNIQU	LEAVING RAMP	-		-	1	MALLUCINODEN DISSOCIATIVE ANESTRETICS
A HOLES OFEP BUT	D CROSSING IN	ACCOMMENT.				1.	PAEVKUUS	CRASH	-	- therease			WARCOTIC ANALOS BIC
B LOGSE MATERIAL ON HOADWAY"	C CROSSING IN	non Morsweik - Not		-	-			WITH ROAD	rease states	-	-	-	PUIGLANT
D CONSTRUCTION - REPAIR ZONE	AT INTERSECT	ION ·				PL.		VEH. EDUIP. enta	BAS	1	-		DEPRESSANT
E REDUCED ROADWAY MOTH	D CROSSING - M	T IN CROSEMALK				L	UMBYVOLYE	O VEHICLE					P IMPARMENT . PHYLICAL
E FLOODED	F NOT IN HOAD	UDES SHOULDER		-	-di		DINGRY	O F NT	-				G INPARMENT NOT KNOWN
H MOUNUSUAL CUNDITIONS		FLEANING SCHOOL B	US	A			NONE APPA			-			H NOT APPLEABLE
ТСН	onderlige of the second se	al		SCEL						-		-	Contraction of the second s
						1				1	2	3	SPECIAL INFORMATION
FER TO SKETCH PAGE(S)													A HAZARDOUS MATERIAL
$A_{\mu} = \frac{1}{2} A_{\mu}$								197 a r	?	-	-		C CELL PHONE HANDHELD IN USE C CELL PHONE HANDSFREE IN
× 1										_			USE
										X	X	1	O CELL PHONE NOT IN USE
* (r								5		-	-		E CELL PHONE USE UNKNOWN F SCHOOL BUS RILLATED
									1	1	2	1	BIKEWAY FACILITY
									1	*	*		and the set of a set of the set of
								5. F	1	_	-		A SMARED ROADWAY D CLASS I- OKE PATH
				i.				10 T					
2				÷					3				CLASS I . BARE LANEY
а — т. 2 — т.			-	1						-			C CLASS II - BIKE LANE"

Destroy Previous Editions

Cha565_0320.pdf

ar anna reger araib	Fax: 14248887663	To: 61981
BIATE OF CALIFORM	LIFORNIA HIGHWAY PATROL	Surf. • start sure of
10/(110/6)))/·	ARTHERE INADE	Your to a grant prove prove prove

Grov

194004@rctax.com Fax: (619) 819-4004

DATE OF CRI	BH (100 01	Y YEA	Rş	714/8 (2420)	NEIC		6		I CFFICTR	-	Martin dana					Pring	1	of 13
	11/15/	2021		182	6		9495		I Crenting		0021			198,00%	M95-202	1.1014	n	
WITHERS.	ALLY	ARA	88,8		EXTENT OF	INJURY ("X" ONE)		1	INJUF	ED W	AS ("X"	ONE	l	1	1	-	
	-			PATAL	SUSPECTED SE BLADY	atous susp	BUNRY .	PENNRY .	DRIVER	PASS	PED.	MCYCLET	pro-	OPER,	PARTE DE		BOIA BOIA	A une u
NIVE 10.05	/ ABDATAS	46	M		X				X				Π		1 1	1.	11	10
NEPHTA	LISALOM	EMON	TANO	ROSAS (0)	(08/1975) 262	SU UNDER	WOOD A	VENUE H	AYNA	DCA	94544		Statute Constant	A STATE OF THE OWNER	761	M-dNE (0)491-	-	
	AN AMBUI				623	HUN NUMBER						TANEN TO			GIONAL.			
LACERA	- persection of the second sec	(OSE ₁ -I	NJURY	TO CHES	t and left	SHOULD	ÉR					••••••••••••••••••••••••••••••••••••••			AGUENTORIU			
A ME / D.O.R.		64	M		N)				N					57	2 1	1.	G	10
SHELDO	N DEAN N	IYAM	4 (08/2)	/1957) 250 ,	IRPORT RO	AD KING	CITY CA	93930		and and the state of the state	nto-Clark - sphil		NAME OF BRIDE	And and a second	FEL FR3	EMADNE		1-
COALING	GA FIRE D	EPART	MENT		ENS 1 618	BUR HUNDER	No. of Concession, Super-	na sunday also didayood and				TANEN TO			HOSPIT/			AND wellburker
	е снеят а	ND LE	GINIL	ŔÝ								htt i - nikoon na sa						A Anaparagada
140				5777 3									1/201	THE OF Y	nci, e u trc full	e no rivig	0	
ALL OF GR	ADUREAS	53	<u>M</u>									01	01		and manific			
A A HAR	ALLISO MANAPORT	N (91/2.	3/1968):	550 E. PL.E.	ASANT'ST. C	COALING	A CA 9331	0.	The Part Weller - and Mar						559	072-73	90	
						A TOTAL PROPERTY					1	theon to				- ·	or seriolosputer	per selanericonus
	unts				**************************************	88.000 <u>20.989</u> 00 <u>0</u> 0000000000000000000000000000000		ational			<u>.</u>			IV CF V	Line of Chave	Holy Isl	5	
]# ===================================		1										σŢ				NONE EL	5	
	AGBERSS O TRANEPORTS	l 21 Bet			Emo #							[] ANER 10				1.	I	1
4 10 (D D D D D D D D D D D D D D D D D D	ACCARESE THANKEPORTS THANKEPORTS ACCARESE														The cruck	PHOMIK		
24 	ACCARES ACCARE														The cruck		2	

. .

STATE OF CALIFORNIA DEPARTMENT OF CALFORNIA HIGHWAY PATROL SKETCH DIAGRAM CHP 655 Page 4 (Rev. 3-20) OPI 060 DRIs of State and Drive State Train comp

NTE OF CHESH MO DAY	*FARI	12745 (SUD)	NOIC .	STRUCKRIO	Fage 4 of 1
11/15/2021		1820	9495	020021	9495-2021-10340

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED (SCALE *)

REFER TO ATTACHED SKETCH PAGE(S)

MICHAEL MARTINEZ	020021	11/15/2021	M. HAIGH, 015024	MO DAY YEAR
An Internationally Accredited Agency				11/29/2021

Fax: 14248887663

To: 6198194004@rcfax.com Fax: (619) 819-4004

3

ACTUAL DIAGRAM CHP 555 Page 4 (Rev. 3-20) O				
DATE OF CRADOLING. CAY YEARD	Tild (2400)	Billing a	CI HADAAD	Pare 5 or 13
11/15/2021	1820	9495	020021	9495-2021-10340

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SEAL PUNIT BES STATED (SCALE =

REFER TO ATTACHED FACTUAL PAGE(S)

LUEDY HED BA	ID WUNIAE D	AND DAY YEAR	REVIEWER & NAME	LAD DAT YEAR
MICHAEL MARTINEZ	020021	11/15/2021	M. HAIGH, 015024	11/29/2021
An Internationally Accessibled Aganey		telever at the second s	And the second of a second of the second sec	The of the office of

NARRATIVE/SUPPLE		A state of the second second	p,	AGE6 OF 13
DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/15/2021	1820	9495	020021	9495-2021-10340

1 PHYSICAL EVIDENCE LEGEND: 2

3 STATION LINE:

5 A station line was established along the south roadway edge line of Jayne Avenue. The station 6 line begins approximately 4 miles east of the east roadway edge of Butte Avenue. The station line 7 numbers increase in value to the east. All measurements were taken at right angles to the station 8 line.

11 VEHICLE POINTS OF REST:

13 Vehicle #1 (Toyota) was located at the following points to the center edge of the tire indicated;

15 Right Front Tire- 11 feet rig 16 Right Rear Tire - 19 feet rig 17 19 19	it of station 0+25 it of station 0+34
--	--

18 Vehicle #2 (Nissan) was located at the following points to the center edge of the tire indicated:

Right Front Tire-	17 feet left of station 0+34
Right Rear Tire-	19 feet left of station 0+43

24 PHYSICAL EVIDENCE DESCRIPTION:

25

20

21

22 23

10

26 A: Area of gouge marks on roadway (approximately two feet in length and approximately two feet. 27 In width),

28 B: Gouge mark on roadway from Vehicle #2, Nissen.

29 C: Debris Field (approximately 118 feet in length and approximately 25 feet in width).

30 D: Miscellaneous fluid from Vehicle #2, Nissan (approximately 18 feet in length and approximately 31 four feet in width). 32

33

34 PHYSICAL EVIDENCE LOCATION:

	A logistic of the second	DISTANCE	DIRECTION	STATION		
37	A - Center	6 feet	Left of Station	0+81		
	B-Begin	10 feet	Left of Station	0+41		
	End	6 feet	Left of Station	0+69		
	C-Begin	4 feet	Left of Station	0+20		
41	End	4 feet	Left of Station	1+38		
	D-Begin	19 feet	Left of Station	0+30	* 1	
43	End	3 feet	Left of Station	0+32	8 .	

PREPARED BY	LO, NUMBER	DATE	and a start the second person which a start a start	Martin Martin Martin Australia Australia
			REVIEWER'S NAME	DATE
MICHAEL MARTINEZ	020021	11/15/2021	M. HAIGH, 015024	11/29/2021
And a state of the second se		and the second	the second se	3 1/ 45 07 M U.A. L

1

STATE OF CALIFORNIA

NARRATIVE/SUPPLE	MENTAL			AGE 7 OF 13
DATE OF INCIDENT 11/15/2021	TIME 1820	NCIC NUMBER 9495	OFFICER I.D. 020021	AGE 7 OF 13 NUMBER 9495-2021-10340

2 NOTIFICATION:

FACTS

3 4 On November 15th, 2021, at approximately 1824 hours, CHP Fresno Communications Center (FCC) broadcast a crash with an ambulance responding, that occurred on Jayne Avenue east of 6 Interstate 5. I responded from Jayne Avenue at State Route 269 (Lassen Avenue) and arrived on scene at approximately 1829 hours. I determined this crash to be a two-vehicle crash with major 7 Injuries. All times, speeds, and measurements are approximate. Measurements were obtained 8 9 by roll meter and patrol vehicle odometer. 10 11 12 SCENE DESCRIPTION: 13 14 This crash occurred on Jayne Avenue, east of Butte Avenue, in an unincorporated area of Fresho 15 County. The roadway to the north is bordered by a painted solid white line, road edge, and a dirt 16 shoulder. The roadway to the south is bordered by a painted solid white line, road edge, and a 17 dirt shoulder. At this location, Jayne Avenue is maintained by Fresno County. There is only one 18 lane for each direction of travel and the lanes are divided by broken yellow center lines. The 19 speed limit is 55 MPH. There were no visual obstructions at the time of the crash. The weather

20 was clear, cool, and the roadway was dry at the time of the crash. Refer to Factual Diagram for 21 further information.

22 23 24 <u>PARTIES:</u>

25

Party #1 (Montano) was contacted on the south shoulder of Jayne Avenue, east of Butte Avenue. 26 Montano was identified by his valid California photo driver license as Nephtali Salome Montano 27 28 Rosas with a date of birth of August 8th, 1975. Montano was determined to be the driver of Vehicle #1(Toyota) by his own statement, he is the registered owner of the Toyota, his injuries are 29 30 consistent with being involved in this crash, and by witness statements. 31 32 Vehicle #1 (Toyota) was located on its wheels, on the south shoulder of Jayne Avenue, east of 33 Butte Avenue, facing in a northwesterly direction. As a result of this crash, the Toyota sustained 34 major front-end/rollover damage to include the following: crushed grille, broken headlights, 35 crumpled front bumper, crushed hood, shattered front windshield, induced damage to the right 36 front wheel/deflated tire, crushed fenders, scraped left "A" pillar, scraped roof, crushed left front 37 door, crushed driver side "B" pillar, broken left front window, detached left mirror, crushed left side 38 of bed, detached mirrors, detached front turn signals, scrape marks to the right front door, crushed

39 roof, and scrapes to the driver side "C" pillar. The driver airbag along with the side curtains were 40 deployed. No prior mechanical defects were noted or claimed. 41

42 Damage noted was crash induced. Therefore, no pre-collision conditions were found that would 43 have caused or contributed to the crash.

PREPARED BY		the second s		
	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
MICHAEL MARTINEZ	020021	11/15/2021	M. HAIGH, 016024	
Annual and a second	I		1412 1 141 COST, 0 10024	1 1/29/2021

NARRATIVE/SUPPLE	MENTAL	p	AGE 8 OF 13	
DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/15/2021	1820	9495	020021	9495-2021-10340

1 PARTIES CONTINUED:

3 Seat position #1 had a lap/shoulder restraint belt. During my contact with Montano, he advised me the seatbelt did not work. Montano claimed he recently had an aftermarket stereo (along with other equipment) installed in the Toyota. Further claiming the "installers" advised him of manipulating the driver seatbelt. Montano advised the seatbelt has not worked since the day of the stereo installation. He then described the seatbelt was unable to extend from its fully retracted position. The possibility of the seatbelt buckle being inserted into the locking mechanism was not described or asked. I then conducted a seatbelt buckle was at its highest point, stuck between the "B" pillar and the left side of the driver seat. Due to the aggressive impact, both the "B" pillar and the driver seat were pushed inwards toward the center of the cabin. As a result, I was unable to manipulate the driver seatbelt due to its current location.

14

15 Upon further Investigation, I referred to the National Highway Traffic Safety Administration
16 (NHTSA) in an attempt to find possible recalls for this vehicle. NHTSA noted that there was no
17 unrepaired recall associated with the Toyota's Vehicle Identification Number (VIN)
18 (<u>https://www.nhtsa.gov/recalls</u>).

19

20 Party #2 (Niivama) was located seated in the driver seat of Vehicle #2 (Nisean) across Jayne 21 Avenue, east of Butte Avenue, facing in a southwesterly direction. Niivama verbally identified 22 himself as Sheldon Dean Nilvama with a date of birth of August 21st, 1967. I contacted Fresno 23 Communication Center (FCC) and requested a driver license check on Nilvama. FCC advised me 24 Nilvama possessed a valid California driver license (N4096869) with an address of 250 Airport 25 Road King City, CA. 93930. With Nilvama's California driver license, I checked Cal-Photo to 26 further confirm his identity. Cal-Photo provided a digital photograph of Nilvama, confirming a 27 positive match. FCC also advised Vehicle #2 (Nissan) was registered to Nilvama. Nilvama was 28 determined to be the driver of Vehicle #2 (Nissan) at the time of the crash by the following: his 30 own statement, his location, positive identification via Cal-Photo, witness statement, his injuries 30 are consistent with being involved in this crash, and he is the registered owner of the Nissan. Due 31 to major damage to the front of the Nissan, he was required to be extricated from the driver seat 33

34 <u>Vehicle #2 (Nissan)</u> was located on its wheels, across Jayne Avenue, east of Butte Avenue, facing 35 in a southwesterly direction. As a result of this crash, the Nissan sustained major front-end 36 damage including but not limited to the following: crushed front bumper, crushed hood, crushed 37 grille, broken headlights, crushed fenders, shattered windshield, induced damage to the dash, 38 crushed "A" pillars, broken front windows, crushed doors, crushed roof, and the entire engine 39 compartment was pushed inward towards the cabin. The driver side alrbag deployed. No prior 40 mechanical defects were noted or claimed.

42 Damage noted was crash induced. Therefore, no pre-collision conditions were found that would 43 have caused or contributed to the crash.

And the bar of the part of the second s		And the second se	All sheets and the second state of the second	
PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
MICHAEL MARTINEZ	020021	11/15/2021	M. HAIGH, 015024	
state and the second se		1111026061	M. HAIGH UIDUZ4	11/29/2021

h	ARR	ATIVI	E/SL	IPPI	EMEN	TAL

DATE OF INCIDENT	and the second		p,	PAGE 9 OF 13	
	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER	
11/15/2021	1820	9495	020021	0406.2024.40240	

1 PARTIES CONTINUED:

2

3 Seat position #1 had a lap/shoulder restraint belt. Due to the significate front-end damage, Party 4 #2 (Nilyama) was required to be extricated. During the process of extrication, the driver seatbelt 5 was cut by emergency personnel. The entire seatbelt was removed from the buckle and the 6 upper "B" pillar anchor point. The driver seatbelt buckle remained inserted in the female latch 7

end. This indicated that the seatbelt was in use at the time of the crash.

8 Upon further investigation, I referred to the National Highway Traffic Safety Administration 9 10 (NHTSA) in an attempt to find possible recalls for this vehicle. NHTSA noted that one unrepaired

11 recall was associated with the Nissan's Vehicle Identification Number (VIN)

12 (https://www.nhtsa.gov/recalls). The noted recall referred to the possibility of the Nissan using 13 an excessive amount of motor oil consumption. This recall would not have contributed to this 14 specific crash and/or have jeopardized the safety of its occupants.

15 16

PHYSICAL EVIDENCE: 17

18

19 The physical evidence consisted of damage to the involved vehicle, gouge marks on the roadway, 20 miscellaneous fluid from Vehicle #2 (Nissan) and a debris field, 2000 21

22 58 digital photographs of the vehicle damage were taken by Officer Martinez, #20021. All 23 photographs were copied onto a compact disk and attached to this report. The photographs were then deleted from the camera at the completion of this investigation. 24

26 Refer to Factual Diagram, Physical Evidence Legend, and photographs for further 27 information,

28 29

25

30 OTHER FACTUAL INFORMATION:

31

32 On November 16th, 2021, at approximately 1510 hours, I contacted Fresho Communication Center 33 (FCC), requesting King City CHP to respond to the Party #2's (Nilyama) known residence for 34 further investigation. At approximately 1550 hours, a King City CHP unit arrived at Nilyama's 35 documented residence. The address of 260 Airport Road King City, CA. 93930 is a business 36 (Private airport). The CHP unit contacted an employee at the airport, who advised he was aware 37 of Nilyama's involvement in a crash. The employee provided Nilyama's phone number and his 38 significant other's phone number (Refer to page 1 for further). The unidentified employee advised 39 Nilyama has since been transferred from Kaweah Delta Hospital to Bakersfield Hospital for further 40 medical treatment. With the phone numbers provided, I attempted to contact Nilyama and his 41 unidentified significant other. I provided voicemails requesting their contact for statements, 42 automobile insurance etc. No contact has been made. 43

CONCOL COLOR DAY		The second s	Matty	
PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	CATE
MICHAEL MARTINEZ	020021	4'4'14 # 10 MM A		
WICH MALL MANY HIMEZ	U20021	11/15/2021	M. HAIGH, 015024	11/29/2021

NARRATIVE/SUPPLEI	MENTAL		p	AGE 10 OF 13
DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/15/2021	1820	9495	020021	9495-2021-10340

1 OTHER FACTUAL INFORMATION CONTINUED:

3 On November 21st, 2021, at approximately 1420 hours, I attempted to contact Nilyama by
 4 telephone with the phone numbers provided. One of the two phone numbers have been
 5 disconnected. I again, provided voicemails requesting his contact regarding his involvement in
 6 this crash. No contact has been made.

8 On November 22nd, 2021, at approximately 2040 hours, I then contacted Kern Medical Center 9 (Bakersfield) by telephone. I was able to connect to Nilyama's room; however, no contact has 10 been made. To date, Nilyama is still under the care of Kern Medical Center. No further 11 information can be provided regarding his statement and automobile insurance. If any information 12 avails, it will be documented on a supplemental and attached to this report.

14 Due to the significant damage to Vehicle #2 (Nissan), I was unable to locate vehicle insurance. 1 15 attempted to contact Party #2 (Niyama) on multiple occasion. I provided contact information and 16 other detailed messages, requesting a statement and vehicle insurance. To date, no contact has 17 been made, Based upon the aforementioned, Nilyama was determined to be in violation of driving 18 a vehicle while uninsured. I will be recommending the charge of no insurance toward Nilyama.

19 20

21 STATEMENTS:

22 STATEMENTS ARE NOT VERBATIM AND ARE WRITTEN IN SUMMARY FORM. 23

24 Party #1 (Montano) was contacted on scene, standing on the south shoulder of Jayne Avenue. 25 east of Butte Avenue. Montano advised he was coming from Corcoran and on his way to 26 Hayward. He was a solo occupant driving Vehicle #1 (Toyota) traveling westbound on Jayne 27 Avenue, east of Butte Avenue, at 70 MPH. He described traffic to be light with no vehicles 28 traveling westbound. He described the roadway to be four lanes, assuming there were two lanes 29 for each direction. Montano was approaching opposing traffic, when he was blinded by the cross-30 traffic headlights [Imitating being blinded by blocking his eyes with his hands]. I advised Montano, 31 Jayne Avenue consist of two-lanes, one lane for each direction. He responded by relating he is 32 unfamiliar with this area, confirming he was heading westbound. Montano was unsure if he turned 33 to the left or drifted across the traffic lanes. Suddenly, he was involved in a head-on crash. The 34 Toyota came to rest, on the south shoulder of Jayne Avenue, east of Butte Avenue, facing in a 35 northwesterly direction. He then identified Vehicle #2 (Nissan) with excessive damage to the 36 front-end, disabled across the road, facing in a southwesterly direction. Montano then stated, 37 maybe the driver of the Nissan crossed into the westbound lane. He could only recall observing 38 the Nissan approaching his location. Montano was unsure if the lights that had been blinding him, 39 were associated to the Nissan. Upon exiting the Toyota, he contacted Party #2 (Nilyama) trapped 40 in the driver seat of the Nissan. No other vehicles were involved. In his opinion, the roadway was 41 clear of any traffic hazards. 42

43

BALLY IN THE AND AN	and the state of the second			
PREPARED BY	I.D. NUMBER	DATE	REVIEWER'S NAME	DATE
a fresh to a set to a b to detail to the			THE YTE VELTE O LAPATANG	CANA 1 12
MICHAEL MARTINEZ	020021	11/15/2021	M. HAIGH, 015024	11/29/2021
and the second se		1 11 1 107 10 01 00 1	IVI. I IPO CHI I VIVUEN	116316126

NARRAT	IVE/SUPPLEMENTAL
	It is the second s

DATE OF INCIDENT		The second s	<u>۲</u> ۲	AGE IT OF 15
	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/15/2021	1820			
	IVEN	9495	020021	9495-2021-10340
			and a state of the second of the second s	THE REAL PROPERTY AND A RE

1 STATEMENTS CONTINUED: 2

3 Party #2 (Nilyama) was contacted on scene, seated in the driver seat of Vehicle #2 (Nissan) 4 across the lanes of Jayne Avenue, east of Butte Avenue, facing in a southwesterly direction. Due 5 to the severity of the crash, Nilyama would be required to be extricated from the Nissan by 6 emergency personnel. Nilyama, though short of breath, provided a brief statement. Nilyama was 7 a solo occupant, driving Vehicle #2 (Nissan) eastbound on Jayne Avenue, east of Butte Avenue, 8 at 55-60 MPH. He further confirmed he was traveling from King City and on his way to Hanford. 9 Traffic was light with no fog. Nilyama was in and out of consciousness; however, advised he had 10 been involved in a head-on crash. He was unable to recollect the next sequence of events. Nilyama was also unable to identify the driver of Vehicle #1 (Toyota). Nilyama was unsure of the 11 12 involvement of other vehicles. 13 14 Witness Allison was briefly contacted on scene; however, due to the severity of the crash he was 15 contacted at a later date and time. On November 16th, 2021, at approximately 1445 hours, I 16 contacted Allison by telephone. Allison provided his name and confirmed he was the individual I 17 originally contacted on scene. On the date of the crash, he was traveling westbound on Jayne. 18 Avenue, east of Butte Avenue, at normal speeds. As Allison approached the scene, he observed 19 unrelated vehicles slowing, then traveling around what appeared to be a vehicle that was stopped 20 within the lane, As Allison came to a stop at the crash scene, he identified Vehicle #1 (Toyota) to 21 be parked on the south shoulder of Jayne Avenue, east of Butte Avenue, facing in a northwesterly 22 direction... The Toyota appeared to have significant front-end damage. He then observed Party #1 23 (Montano) to be exiting the right front of the Toyota. To further clarify, I asked Allison if Montano 24 appeared to be returning to the Toyota or did Montano appear to have been exiting the Toyota for 25 the first occasion. In his opinion, Montano had been exiting the Toyota for the first time, bloodled, 26 and confused. The second vehicle involved, was Vehicle #2 (Nissan), which also had significant 27 front-end damage. The Nissan was disabled within the lanes of Jayne Avenue, east of Butte 28 Avenue, facing in a southwesterly direction. Upon exiting his personal vehicle, Allison identified 29 this incident to be a head-on crash. He identified the second involved party, as Party #2 (Nilyama) 30 to be seated and trapped within the driver seat of the Nissan. Allison further confirmed he did not witness the crash. Allison did not observe any other involved vehicles and/or occupants. 31 32 33 THE SUMMARY, AREA OF IMPACT AND CAUSE WERE BASED ON PHYSICAL EVIDENCE, 34 VEHICLE DAMAGE, AND STATEMENTS

35

36 OPINIONS AND CONCLUSIONS: 37

38 SUMMARY:

39

40 Party #2 (Nilyama) was driving Vehicle #2 (Nissan) eastbound on Jayne Avenue, east of Butte 41 Avenue, at 60 MPH. Due to his unfamiliarity with the roadway; Party #1 (Montano) failed to drive 42 on the right half of the roadway by driving Vehicle #1 (Toyota) westbound in the opposing

43 eastbound lane of Jayne Avenue, east of Butte Avenue, at 70 MPH.

PREPARED BY	and a standard and a		Commencements and property of the Barton and the second second second second second second second second second	
	I.O. NUMBER	DATE	REVIEWER'S NAME	DATE
MICHAEL MARTINEZ	020021	4414210004		
	020021	11/15/2021	M. HAIGH, 015024	11/29/2021

STATE OF CALIFORNIA

NARRATIVE/SUPPLE	MENTAL		P	AGE 12 OF 13
DATE OF INCIDENT	TIME	NCIC NUMBER	OFFICER I.D.	NUMBER
11/16/2021	1820	9495	020021	9495-2021-10340

1 SUMMARY CONTINUED:

Both vehicles were involved in a head-on crash, as the front of the Toyota crashed into the front of the Nissan. The impact propelled the Toyota upward and in a southerly direction. The Toyota ultimately overfurned onto its left side, crashing into the road. The Toyota ultimately came to rest on its wheels, along the south shoulder, facing in a northwesterly direction. As a result of the initial impact, the Nissan was pushed in a rearward direction, while rotating in a clockwise rotation. The Nissan come to rest on its wheels, across both lanes of travel, facing in a southwesterly direction.

11 No other occupants were in the vehicle, no other vehicles were involved in this crash, no traffic 12 hazards and/or obstructions were noted or claimed by the witness. 13

15 AREAS OF IMPACT (AOI's); 16

17 AOI #1 (Vehicle #1 (Toyota) vs. Vehicle #2 (Nissan) was located approximately 6 feet left of 18 station 0+81.

20 AOI #2 (Vehicle #1 (Toyota) vs. roadway) was located approximately 1 foot left of station 0+40.

23 CAUSE: 24

14

22

25 Party #1 (Montano) caused this crash by driving Vehicle #1 (Toyota) in violation of California 26 Vehicle Code section 21650 which states in part: "Upon all highways, a vehicle shall be driven 27 upon the right half of the roadway." This was demonstrated when Montano allowed the Toyota 28 to travel in the opposing lane for an unknown duration of time, ultimately causing this head-on 29 crash. Montano as the driver of a motor vehicle, is responsible to maintain control of his vehicle, 30 by not allowing the vehicle to travel in the opposing lane of traffic. As a motorist, the driver should 31 become familiar with the roadway, identifying direction of travel, roadway speeds, and how many 32 fanes a particular highway consists of.

34. To further assist in determining the cause; I took into consideration the close proximity of the 35 vehicle's location, no crossing tire friction marks, no disturbed dirt near the crash scene, 36 statements, vehicle damage, physical evidence, and CHP observations at the scene. 37

PREPARED BY I.D. NUMBER DATE REVIEWER'S NAME DATE MICHAEL MARTINEZ 020021 11/15/2021 M. HAIGH, 015024 11/29/2021

STATE OF CALIFORNIA NARRATIVE/SUPPL

DATE OF INCIDENT	the second s		P.	AGE 13 OF 13
11/15/2021	TIME 1820	NCIC NUMBER 9495	OFFICER I.D. 920021	NUMBER 9495-2021-10340
		a second and the second se	and the state of the second	0100-2021-103-10

1 **RECOMMENDATIONS:**

6

2 3 I recommend a copy of this report along with complaint to be filed citation, #CS75536, be sent to 4 Fresho County Superior Court and the following charge be filed against Sheldon Dean Nilyama:

1) 16028 (c) VC- No Insurance.

	DATE
MIGHAEL MARTINEZ 020021 11/15/2021 M. HAIGH, 015024	11/29/2021

STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHINAY PATROL SKETCH DIAGRAM CHP 555 Page 4 (Rev. 3-20) OPI 060 Date Colobariation Date (Care) [Inver-NAS CRADE NERS Pege SCHART NUUSIA 11/15/2021 1820 9495 \otimes 020021 9495-2021-10340 ALL NEASUREMENTS ARE APPROXIMATE AND NOT TO BOALE UNLESS STATED (SCALE & 3 JAYNE AVENUE BUTTE AVENUE 8 um. WBC VEHICLE #2 (NISSAN) \odot 12 PT. E/B 2 6 (2) 20 B VEHICLE #1 (TOYOTA) VEHICLE #1 A (TOYOTA) A-DIRT SHOULDER **B-ASPHALT SHOULDER** C-SOLID WHITE LINE D-BROKEN YELLOW LINES PARMILD DY ID HURIDER NO DAY YEAR ASTOR WEIRE MAN O. DAY YEAR MARTINEZ 020021 11/15/2021 X An Internationally Accredited Agency

From: Bond Let	jal Group	Fax: 1424	8887663	To: 6198	194004@rcfax.com	Fax: (619) 819-4004	Page	e: 16 of 19 0	1/07/2022 9:41 AM
	SHEICH	DIAGRA	M.	Y PATROL					
	CHP 555 P		(. 3-20) OI	71 050	INCICE				Por
\otimes	11/15/20	21		1070	NGIG B	0	PICER ID	Aun	the second data and the se

020021

Ange

1

9495-2021-10340

9495

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO BOALE UNLESS BTATED (SCALE =

1820

\bigotimes	MARTINEZ	020021	11/15/2021	REVENER & MANE	PO DAY YEAR
	An internationally Ascroditos Agency	free - an ear and the anti-the second s	And a Property of the second	And A set of the set o	

11/15/2021

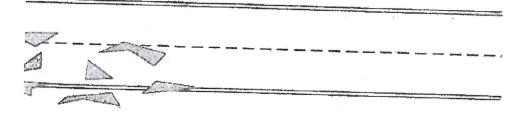
87663 To: 619819

ATE OF CRASH R'S EAY Y		NCIC #		OFFICER 13	Andreas and the second second	io ege ^o
1/15/2021	1820	9495		020021	9495-	2021-10340
				UNLESS STATED (SCALE.	1	6
BUTT	EAVENUE			999 9 80 de del vertenen an		
-	Sentimetrangen gen gen	Ń,				
				ÿ	VEHIC	LE #0
4-2-5	(B)				(NISS)	4N)
12.FT. W/I	30			KĊ	Ó	na an a
12 PT. E/E	\odot	0+00	nen: Televine dennes fassesta			0
(8) (A)					
					(TOYOTA)	•
	A-DIRT SHO B-ASPHALT SH C-SOLID WHI D-BROKEN YELL	IOULDER TE LINE				
ARTINEZ	101	uvaea le	10. Date that	RENEWERBNAVE	annan de signe andere anna anna anna anna anna anna anna a	WC SAV YEAR

From: Bond Lega	al Group	Fax: 142481	387663	To: 6198194	004@rctax.com	Fax: (619) 819-4004		Page: 18 of 19	01/07/2022 9:41 AM
	CHP 555 P	OF CALIFORI	AM						
\otimes	0418 OF CHASE 11/15/20		YEAR) True	20	9495	02	0021		9495-2021-10340
			41.1	MEASUREMEN	ITR ARE APPROXIMAT	CAND NOT TO SCALE UNIT		and a second s	and a second second of the second sec

STATED (SCALE +

5



\otimes	MARTINEZ	020021	11/15/2021	ALVIEWERS NAME	NO DA	AY YEAR	-
	An Internetionally Accredited Agancy	and the second se	No. Call	and the second se		municipation of the second	3

Fax: 14248887663

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

Subject:	Notice of Completion Fresno Street Rehabilitation Project Project No. PW21-004
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

- Accept the project as complete.
- Authorize the City Engineer to file the Notice of Completion for the project with the County Recorder and notify surety to exonerate contract bonds.
- Authorize the Finance Department to release the 5% construction retention payment to AJ Excavation, Inc. 35 days after recordation of the Notice of Completion by the Fresno County Registrar-Recorder's Office, contingent upon no claims being filed on the project.

II. BACKGROUND:

On September 16, 2021, the City Council awarded a construction contract to AJ Excavation, Inc. in an amount of \$353,973.00, with an additional contingency of \$35,397.30 set aside for any unforeseen incidentals for a total authorization amount of \$389,370.30.

The primary scope of work includes the rehabilitation of Fresno Street in the four-block segment between Washington Street and Harvard Avenue in Coalinga, CA. The work entails construction surveying, demolition of existing concrete improvements, roadway excavation and grading, placement of aggregate base and asphalt concrete pavement sections, construction of concrete curb and gutter, curb ramp, sidewalk, and valley gutter, adjustment of existing utility lids and sewer manholes, and placement of thermoplastic striping and markings.

A notice to Proceed was issued to AJ Excavation, Inc. providing 50 working days to complete construction.

III. DISCUSSION:

The project experienced delays due to rain and asphalt availability which pushed the project completion date. Completion was further extended when the Contractor encountered unsuitable and failing subgrade below the existing pavement section. The project was finally completed on March 7, 2022, three days ahead of projected schedule. The final contract amount is \$378,569.20 which is within the amount approved by City Council on September 16, 2021. The increase in the final contract amount is due to extra work to existing subgrade, existing driveways, and the Yale Ave pavement transition to a new valley gutter.

The final inspection was performed on March 14, 2022, and included no punch list of items to be performed. The date of final completion for the project is March 14, 2022. The notice of completion, when filed, begins

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

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

The project was fully funded by SB1 Street Funds and FY22 budget appropriation funds in the amount of \$280,000. There is no fiscal impact to the General Fund.

ATTACHMENTS:

File Name

■ Notice_of_Completion.doc

Description

Notice of Completion - Fresno Street

City o No F	ORDING REQUESTED BY of Coalinga ee – Gov't. Code Sections and 27383
Tri C 4630	N RECORDED MAIL TO: ity Engineering Inc. W. Jennifer Ave., Suite 101 no, CA 93722
	SPACE ABOVE THIS LINE FOR RECORDER'S USE NOTICE OF COMPLETION
1. 2. 3.	The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.The FULL NAME of the OWNER isCity of CoalingaThe FULL ADDRESS of the OWNER is155 W. Durian Ave, Coalinga, CA 93210
4.	The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee
5.	(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or leasee) The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are: Names: Addresses:
6.	The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to: Names: Addresses:
7.	All work of improvement on the property hereinafter described was COMPLETED March 14, 2022
8.	The work of improvement completed is described as follows: The primary scope of work includes the rehabilitation of Fresno Street in the four-block segment between Washington Street and Harvard Avenue in Coalinga, CA. The work entails construction surveying, demolition of existing concrete improvements, roadway excavation and grading, placement of aggregate base and asphalt concrete pavement sections, construction of concrete curb and gutter, curb ramp, sidewalk, and valley gutter, adjustment of existing utility lids and sewer manholes, and placement of thermoplastic striping and markings.
9.	The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is AJ Excavation, Inc.
10. 11.	The street address of said property is On Fresno Street – between Washington to Harvard in the City of Coalinga The property on which said work of improvement was completed is in the City of Coalinga County of Fresno , State of California, and is described as follows:
	Fresno Street Rehabilitation Project
Date	
Date	Or Arout of Ourser
l, the or e	Daniel E. Jauregui, City Engineer Representative ication for INDIVIDUAL owner: e undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest state in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, that the facts stated therein are true and correct.
Data	Fresno, CA
Date	and Place
l, the afore	ication for NON-INDIVIDUAL owner <u>City of Coalinga</u> : e undersigned, declare under penalty of perjury under the laws of the State of California that I am the <u>Contract City Engineer</u> of the esaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand contents thereof, and that the facts stated therein are true and correct.
	Fresno CA

Fresno, CA

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

Subject:	Notice of Completion for Sunset Street Rehabilitation Project Project - Project No. PW19-006
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

- Accept the project as complete.
- Authorize the City Engineer to file the Notice of Completion for the project with the County Recorder and notify surety to exonerate contract bonds.
- Authorize the Finance Department to release the 5% construction retention payment to AJ Excavation, Inc. 35 days after recordation of the Notice of Completion by the Fresno County Registrar-Recorder's Office, contingent upon no claims being filed on the project.

II. BACKGROUND:

On November 19, 2020, the City Council awarded a construction contract to A.J. Excavation, Inc. in an amount of \$889,720.00, with an additional contingency of \$88,972.00 set aside for any unforeseen incidentals for a total authorization amount of \$978,692.00.

The project includes, but is not limited to: Demolition of existing improvements, clearing and grubbing, sawcutting, pulverization of existing A.C. pavement, grading base material, installation of curb and gutter, sidewalk, curb ramps, alley approaches, driveway approaches, valley gutter, median island, park island, A.C. pavement, aggregate base, storm drain manholes, storm drain inlets, storm drain piping, electrical conduit, electrical pull boxes, traffic striping, pavement markings, traffic signage, existing utility lid adjustment, landscaping hardscape, and construction surveying.

A notice to Proceed was issued to A.J. Excavation, Inc. providing 75 working days to complete construction.

III. DISCUSSION:

The project was completed on July 22, 2021. The final contract amount is \$894,476.38 which is within the amount approved by City Council on November 19, 2020. Changes to the project which affected final contract amount include a reduction in landscaping, an increase in concrete sidewalk and concrete retaining curb near Sunset and Cedar and Sunset and Jefferson, redesign of the curb ramp at Sunset and Polk, and an increase in the pavement transition near Sunset and Birch and near the Motte Park corridor. Liquidated damages have been assessed for this project in the amount of \$11,000 for the Contractor's failure to meet the contract completion end date. Liquidated damages will be deducted from the remaining contract retainage

amount and will bring the Final Contract Sum to \$883,476.38.

The final inspection was done on July 22, 2021, which included preparation of final punch list of items. The punch list items were completed on April 8, 2022. The notice of completion, when filed, begins a time period for which mechanics liens, liens against the contractor, and stop payment notices can be filed against a public construction project. It is a protection for the City during a construction project. Staff is not aware of any issues related to this project.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

The project was fully funded by SB1 Local City Funds & STBG Lifeline Federal Funds. There is no fiscal impact to the General Fund.

ATTACHMENTS:

File Name

■ Notice_of_Completion.doc

Description Notice of Completion - Sunset Street

City o No F	ORDING REQUESTED BY of Coalinga ee – Gov't. Code Sections and 27383
Tri C 4630	EN RECORDED MAIL TO: city Engineering Inc.) W. Jennifer Ave., Suite 101 no, CA 93722
	SPACE ABOVE THIS LINE FOR RECORDER'S USE NOTICE OF COMPLETION
1. 2. 3.	The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described. The FULL ADDRESS of the OWNER is The FULL ADDRESS of the OWNER is
4.	The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee
5.	(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or leasee) The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are: Names: Addresses:
6.	The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to: Names: Addresses:
7. 8.	All work of improvement on the property hereinafter described was COMPLETED <u>April 8, 2022</u> The work of improvement completed is described as follows: The project includes, but is not limited to: Demolition of existing improvements, clearing and grubbing, sawcutting, pulverization of existing A.C. pavement, grading base material, installation of curb and gutter, sidewalk, curb ramps, alley approaches, driveway approaches, valley gutter, median island, park island, A.C. pavement, aggregate base, storm drain manholes, storm drain inlets, storm drain piping, electrical conduit, electrical pull boxes, traffic striping, pavement markings, traffic signage, existing utility lid adjustment, landscaping hardscape, and construction surveying.
9. 10. 11.	The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is A.J.Excavation, Inc. The street address of said property is Sunset Street – Polk Street to Van Ness Avenue in the City of Coalinga The property on which said work of improvement was completed is in the City of Coalinga
	County of <u>Fresno</u> , State of California, and is described as follows:
	Sunset Street Rehabilitation Project
Date	Or Agent of Owner
l, the or e	Daniel E. Jauregui, City Engineer Representative e undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest state in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, that the facts stated therein are true and correct.
Date	Fresno, CA
Verit I, the afore	fication for NON-INDIVIDUAL owner <u>City of Coalinga</u> : e undersigned, declare under penalty of perjury under the laws of the State of California that I am the <u>Contract City Engineer</u> of the esaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand contents thereof, and that the facts stated therein are true and correct.
	Fresno, CA

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

Subject:	Notice of Completion for Sidewalk Gap Closure & Pedestrian Improvement Project (ATP 3) Project No. 2759
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

- Accept the project as complete.
- Authorize the City Engineer to file the Notice of Completion for the project with the County Recorder and notify surety to exonerate contract bonds.
- Authorize the Finance Department to release the 5% construction retention payment to R.J. Berry, Jr., Inc. 35 days after recordation of the Notice of Completion by the Fresno County Registrar-Recorder's Office, contingent upon no claims being filed on the project.

II. BACKGROUND:

On June 3, 2021, the City Council awarded a construction contract to R.J. Berry Jr., Inc. in an amount of \$1,634,870.00, with an additional contingency of \$163,487.00 set aside for any unforeseen incidentals for a total authorization amount of \$1,798,357.00.

The work to be done under this contract included demolition of existing improvements, clearing and grubbing, sawcutting, pulverization of existing A.C. pavement, grading base material, installation of curb and gutter, sidewalk, curb ramps, alley approaches, driveway approaches, valley gutter, sidewalk drains, A.C. pavement, aggregate base, existing utility lid adjustment, crosswalk striping, traffic signage, and construction surveying. In total, 102 ADA compliant curb ramps, and approximately 10,500 linear feet of sidewalk was constructed.

A notice to Proceed was issued to R.J. Berry Jr., Inc. providing 90 working days to complete construction.

III. DISCUSSION:

The project, which was originally scheduled for completion on November 17, 2021 was ultimately completed on March 21, 2022. A 76-day project suspension to allow other forces to complete necessary preliminary work to Fresno Street, and a 16-day extension due to additional work led to the extended completion date.

The project saw major increases to concrete removal and disposal, sidewalk, curb and gutter, and fence relocation quantities. In addition, the discovery of both an irrigation main along the frontage of Keck Park, and an AT&T telecommunications line along the frontage of Nell Dawson Elementary led to unforeseen relocation costs being added to the project. An increase to the project contingency of 13% to cover these

additional project costs was approved at the January 6, 2022 regular City Council Meeting. The final contract amount is \$1,849,324.06 which includes the \$214,454.06 approved by City Council on June 3, 2021.

A final inspection of the project was performed April 6, 2022, which included preparation of a final punch list of items. The punch list items were completed on May 5, 2022. The notice of completion, when filed, begins a time period for which mechanics liens, liens against the contractor, and stop payment notices can be filed against a public construction project. It is a protection for the City during a construction project. Staff is not aware of any issues related to this project.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

The project was fully funded by 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 the Construction Management of this project.

There is no fiscal impact to the General Fund.

ATTACHMENTS:

 File Name
 Description

 D
 2759_Notice_of_Completion.docx
 Notice of Completion - ATP 3 Sidewalk Gaps

City o No Fe	DRDING REQUESTED BY of Coalinga and 27383
Tri Ci 4630	N RECORDED MAIL TO: ty Engineering Inc. W. Jennifer Ave., Suite 101 io, CA 93722
	SPACE ABOVE THIS LINE FOR RECORDER'S USE NOTICE OF COMPLETION
1. 2. 3.	The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described. The FULL NAME of the OWNER is The FULL ADDRESS of the OWNER is 155 W. Durian Ave, Coalinga, CA 93210
4.	The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee
-	(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or leasee)
5.	The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are: Names: Addresses:
-	
6.	The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to: Names: Addresses:
-	Names: Addresses:
7. 8.	All work of improvement on the property hereinafter described was COMPLETED <u>March 21, 2022</u> The work of improvement completed is described as follows: <u>March 21, 2022</u> The work of improvement, salve and grubbing, sawcutting, pulverization of existing A.C. pavement, grading base material, installation of curb and gutter, sidewalk, curb ramps, alley approaches, driveway approaches, valley gutter, sidewalk drains, A.C. pavement, aggregate base, existing utility lid adjustment, crosswalk striping, traffic signage, and construction surveying. Upon project completion, 102 ADA compliant curb ramps, and approximately 10,500 linear feet of sidewalk will have been constructed.
9. 10.	The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is The street address of said property is Various Locations in the City of Coalinga
11.	The property on which said work of improvement was completed is in the City Coalinga
	of County of Fresno , State of California, and is described as follows:
_	Sidewalk Gap Closure and Pedestrian Improvement Project
Date	Signature of Owner Or Agent of Owner
Vorifio	ation for INDIVIDUAL owner:
l, the u or esta	indersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest ate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and e facts stated therein are true and correct.
	Fresno, CA
Date a	Ind Place
l, the ι afores	ation for NON-INDIVIDUAL owner <u>City of Coalinga</u> : undersigned, declare under penalty of perjury under the laws of the State of California that I am the <u>Contract City Engineer</u> of the aid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the ats thereof, and that the facts stated therein are true and correct.
	Fresno, CA
Date a	nd Place Daniel E. Jauregui, City Engineer Representative

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

Subject:	Direct City Manager to Coordinate a Public Workshop with Coalinga-Huron Unified School District to discuss how the City can Help Ensure Safety of Schools
Meeting Date:	Thursday, June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

This item was requested as a Future Agenda Item by Mayor Pro Tem Singleton.

II. BACKGROUND:

III. DISCUSSION:

Mayor Pro Tem Singleton would like an opportunity for the Council to hear from the community and Coalinga-Huron Unified School District Superintendent, staff and/or Board Members on how the City can help ensure the safety of the schools in Coalinga.

Faith Christian Academy would also be invited to participate.

IV. ALTERNATIVES:

Do not direct City Manager to coordinate a workshop.

V. FISCAL IMPACT:

None.

ATTACHMENTS: File Name No Attachments Available

Description

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

Subject:	Authorize Assistant City Manager to Execute a Professional Services Agreement with AM Consulting Engineers to Prepare a Project Feasibility Report and Associated Environmental Documents, Fiscal Sustainability Plan and California Safe Drinking Water Grant Construction Application Related to the Wastewater Collection and Treatment Facilities
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff is requesting Council Authorization for the Assistant City Manager to Execute a Professional Services Agreement with AM Consulting Engineers to Prepare a Project Feasibility Report and Associated Environmental Documents, Fiscal Sustainability Plan and California Safe Drinking Water Grant Construction Application Related to the Wastewater Collection and Treatment Facilities Improvements.

II. BACKGROUND:

The Federal Clean Water Act established the Clean Water State Revolving Fund (CWSRF) program to finance the protection and improvement of water quality. The CWSRF program has protected and promoted the health, safety, and welfare of Californians since 1989. Many of the projects funded by the CWSRF program address wastewater discharge violations or enforcement orders issued by the Regional Water Boards. Every project is directly related to protecting or improving public health, water quality, or both.

The City of Coalinga owns and operates a citywide sewer collection system and wastewater treatment plant (WWTP). The overall condition of the sewer collection system is unknown, and older areas of the system are believed to be in poor condition and in need of substantial repairs. The City's maintenance staff regularly respond to problems with the collection system as back-ups and overflows/spills.

The City was awarded the CWSRF Planning Grant to conduct a condition assessment of the sewer collection system and WWTP in the amount of \$500,000.00.

III. DISCUSSION:

The City of Coalinga has been working with AM Consulting Engineers on the grant development and project development. This professional services agreement will include a feasibility study that will look at various system needs based on a CCTV inspection of the whole collection system (by others paid by grant) including tertiary treatment, facility improvements, replacement of sewer lines based on inspection results, pumping station condition and any capacity issues.

IV. ALTERNATIVES:

None.

V. FISCAL IMPACT:

The total cost of the scope of work with AM Consulting Engineers is not to exceed \$300,000.00. This will all be paid by the CSDW Grant award.

ATTACHMENTS:

File Name

- D Professional_Services_Agreement_Signed_by_AM_Consulting.pdf
- Exhibit_A.pdf

Description Professional Services Agreement Exhibit A THIS AGREEMENT is entered into on this __ day of May 2022, by and between CITY OF COALINGA, hereinafter called "CLIENT," and AM Consulting Engineers, Inc., a California corporation, hereinafter called "AMCE" as follows:

CLIENT engages AMCE to perform professional engineering services with regards to the design of upgrades to its wastewater treatment facility, hereinafter called the "PROJECT."

CLIENT and AMCE, for mutual consideration, agree as follows:

- 1. <u>Scope of Services</u>. AMCE agrees to provide and perform certain professional services for CLIENT in connection with the PROJECT as set forth in Exhibit "A" attached hereto and incorporated by this reference.
- 2. <u>Schedule.</u> AMCE shall perform its services in accordance with the schedule set forth in Exhibit "A." CLIENT agrees that AMCE shall not be responsible for delays which are due to causes beyond AMCE's reasonable control. In the case of any such delay, the time for completion of AMCE's services hereunder shall be extended accordingly.

3. Compensation.

- a. <u>Fees.</u> CLIENT agrees to pay AMCE as compensation for its services as described in Exhibit A. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should CLIENT dispute in good faith any portion of an invoice, CLIENT shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.
- b. <u>*Project Delay.*</u> In the event that AMCE's services hereunder are delayed for a period in excess of six months due to causes beyond AMCE's reasonable control, AMCE's compensation shall be subject to renegotiation.
- c. <u>*Retention.*</u> If any portion of AMCE's fee is held in retention, such amount shall be released within thirty days after completion of the corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.
- d. <u>*Partial Services.*</u> In the event any portion of the work prepared or partially prepared by AMCE is suspended, abandoned, or terminated, CLIENT shall pay AMCE for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein.
- 4. <u>Standard of Care.</u> In the performance of its professional services, AMCE will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of AMCE's proposals, contracts or reports. AMCE shall be entitled to rely upon the accuracy of data and information provided by CLIENT or others without independent review or evaluation unless provided otherwise in Exhibit "A." AMCE shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this agreement. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this agreement, AMCE's compensation shall be renegotiated accordingly.
- 5. <u>Construction Safety and Methods</u>. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete

responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. AMCE shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. AMCE shall not have the authority to stop or reject the work of the construction contractor.

- 6. <u>Opinion of Construction Cost</u>. Any Opinion of the Construction Cost prepared by AMCE represents its judgment as a design professional and is supplied for the general guidance of CLIENT. AMCE does not, however, have control over the cost of labor and materials or have control over competitive bidding or market conditions.
- 7. <u>Instruments of Service</u>. All original tracings, survey notes, machine-readable information and data ("CADD data") and other original documents are instruments of service and shall remain the property of AMCE, except where by law or precedent these documents become public property. AMCE shall furnish CLIENT reproducible copies of all final documents as detailed in Exhibit A.
- 8. <u>Reuse of Documents.</u> Documents, including drawings and specifications, prepared by AMCE pursuant to this agreement are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from AMCE will be at CLIENT'S sole risk and without liability to AMCE. Further, any and all liability arising out of changes made to AMCE's deliverables under this agreement by CLIENT or persons other than AMCE is waived as against AMCE and the CLIENT assumes full responsibility for such changes unless CLIENT has given AMCE prior notice and has received from AMCE written consent for such changes.
- 9. <u>CADD Data.</u> Electronic CADD data delivered to CLIENT shall not include the "wet-stamped" professional stamp or signature of an engineer or architect. CLIENT agrees that AMCE shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by CLIENT, or anyone authorized by CLIENT, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by CLIENT, or anyone authorized by CLIENT, of CADD data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by AMCE.

10. Construction Contractor.

- a. <u>Construction Contractor Indemnification</u>. CLIENT will require that any construction contractor performing work in connection with the PROJECT hold harmless, indemnify and defend CLIENT, AMCE, their consultants, and each of their directors, officers, agents and employees from any and all liabilities, claims, losses, damages and costs, including attorneys' fees, arising out of or alleged to arise from the construction contractor's performance of the work described in the construction contract documents, but not including liability that may be due to the negligence of CLIENT, AMCE, their consultants, or their directors, officers, agents and employees.
- b. <u>Construction Contractor Insurance</u>. CLIENT also will require that the construction contractor provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure the construction contractor's indemnity, as above required; and such insurance shall include CLIENT, AMCE, their consultants, and each of their directors, officers, agents and employees as additional insureds. The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of the

insurance provided under this paragraph shall not be reduced or prorated by the existence of such other insurance.

- c. <u>Construction Contract Documents</u>. CLIENT will provide a copy of the construction contract documents before they are executed in order that AMCE may confirm that the above requirements have been met. CLIENT agrees to forward to AMCE a complete copy of the fully executed construction contract documents. The documents copied to AMCE will include, but not be limited to, the executed agreement, bonds, insurance certificates and endorsements.
- 11. <u>Fees and Permits.</u> CLIENT shall pay the cost of all fees, permits, bond premiums, title company charges, blueprints and reproductions in connection with the PROJECT and AMCE'S services hereunder unless otherwise specified in Exhibit "A."
- 12. <u>Asbestos/Hazardous Materials.</u> AMCE is not licensed to provide services involving the identification or handling of asbestos or hazardous materials. Therefore, in providing its services hereunder, AMCE shall not be responsible for the identification, handling, containment or abatement of any asbestos or other hazardous material present in connection with the PROJECT. In the event that CLIENT becomes aware of the presence of asbestos or any other hazardous material at the jobsite, CLIENT immediately shall notify AMCE. AMCE shall be entitled to cease any of its services that may be affected by the asbestos or other hazardous material and shall not be liable for damages in connection with such termination of services. CLIENT shall be responsible for complying with all applicable federal and state rules and regulations in connection with the asbestos or other hazardous material. Further, CLIENT shall indemnify and defend AMCE, its consultants, agents, directors, officers and employees from all claims, damages, losses and expenses, including but not limited to attorneys' fees and court and arbitration costs (collectively "the Liabilities"), which Liabilities are related to asbestos or other hazardous materials and arise out of work performed on the PROJECT by others.
- 13. <u>Termination of Agreement.</u> This agreement may be terminated by either CLIENT or AMCE upon thirty days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this agreement. In the event of termination of this agreement, CLIENT shall promptly pay AMCE for all of the fees, charges and services performed by AMCE in accordance with the compensation arrangements under this agreement or on an agreed hourly basis.
- 14. **Dispute Resolution.** The parties agree in good faith to attempt to resolve amicably; without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The matter shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.
- 15. <u>Assignment.</u> Services provided under this agreement are for the exclusive use of CLIENT. Neither CLIENT nor AMCE shall assign its interest in this agreement without the written consent of the other.
- 16. <u>Severability.</u> Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.
- 17. <u>Other Agreements.</u> There are no understandings or agreements except as herein expressly stated. Any purchase order issued by CLIENT for the services to be provided hereunder shall be deemed to

have been issued for its own purchasing, accounting and other record-keeping purposes only and shall not be deemed to be a part of this agreement or to modify or amend this agreement in any way. This agreement may only be modified by a writing signed by both parties.

- 18. <u>Counterparts.</u> This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 19. <u>Governing Law.</u> This agreement shall be governed by and construed in accordance with the laws of the state of California.

IN WITNESS WHEREOF, AMCE and CLIENT have executed this agreement this _____day of May, 2022.

"AMCE"

"CLIENT"

City of Coalinga

AM Consulting Engineers, Inc.

Hannigue

By: <u>Alfonso Manrique</u>

Title: President

By:____

Title:

License No.:C63673

LIST OF EXHIBITS:

Exhibit "A" Scope of Services/Fees

CITY OF COALINGA SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT SWRCB PROJECT NO. C-06-8572-110 SCOPE OF WORK AND FEE

May 16, 2022

A. BACKGROUND

The City of Coalinga (City) is located in Pleasant Valley at the base of the coastal mountain range on the western side of California's Central Valley within Fresno County. The City is a public agency that provides water and sewer service to residential, commercial, and industrial customers and for fire protection uses. According to U.S. Census Bureau 2019 population estimates, the City serves a total approximately 17,179 people.

Coalinga is situated approximately 60 miles southwest from the City of Fresno, the Central Valley's largest city and the state's fifth largest city. Interstate 5 runs north to south approximately ten miles east of Coalinga. The County of Monterey lies to the west and Kings County sits to the east.

The City owns and operates a citywide sewer collection system and a wastewater treatment plant. The wastewater collection system currently services approximately 3,474 sewer connections. The City's wastewater treatment plant (WWTP) is located at the confluence of Los Gatos Creek and Warthan Creek, approximately one mile east of the City. The treatment process at the City's WWTP consists of screening, primary clarification, and secondary treatment (aerated facultative lagoons followed by stabilization lagoons). Undisinfected secondary treated effluent is pumped to adjacent land for percolation.

The overall condition of the sewer collection system is unknown. The older areas are believed to be in poor condition and in need of substantial repairs. The City's maintenance staff regularly respond to problems with the collection system as back-ups and overflows/spills and spends a great deal of their time locating and/or repairing the system in response to emergency calls from the City's residents.

The City is considered a Disadvantaged Community (DAC). According to the August 2019 Income Survey Report prepared by Self-Help Enterprises, the City's Median Household Income (MHI) is \$ 47,570, which is less than 80 percent of the State's MHI of \$75,277. The current residential sewer rate consists of a fixed monthly service charge of \$21.95 per month for residential and non-residential customers. Non-residential and educational institution customers are also charged a volumetric charge of \$4.86 based on the meter potable water volume per thousand gallons.

The City owns and operates a WWTP under the Waste Discharge Requirements (WDRs) Order No. 94-184. The WWTP consists of a bar screen, a primary clarifier an aerobic sludge digester, sludge drying beds, two aerated facultative lagoons each with a surface area of three acres, and three stabilization ponds having a total surface area of 11 acres. The City owns approximately 470 acres on the southwest corner of Jayne Avenue and Alpine Avenue. Currently, treated effluent is pumped form one of the stabilization ponds to adjacent land, where percolates into the soil and is used to recharge the groundwater table. The existing WWTP has a capacity to dispose up to 1.34 MGD.

The City would like to conduct a CCTV inspection of manholes, and sewer pipes, and assess the condition of sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. The City's very limited resources make it very difficult to address the deficiencies in the sewer collection system.

The City has received funding to conduct a comprehensive sewer collection system that will assess the condition of the sewer collection system pipelines, correct existing deficiencies and prioritize the replacement of sewer lines based on their estimated remaining useful life. In addition, the City's funding will provide an evaluation of the City's WWTP and a feasibility analysis of recycled water alternatives.

B. SCOPE OF WORK

The following is a description of the Tasks provided in the Scope of Work:

TASK A – PROJECT FEASIBILITY REPORT

A Project Feasibility Report (PFR) will be prepared and submitted for SWRCB review. The Project Feasibility Report will contain the following:

1. Introduction

This Section of the PFR will contain a brief background and an overview of the City of Coalinga including the social and economic make-up of the community. The data will be supported by US Census information and County and State surveys.

2. Executive Summary

Key investigations and findings developed throughout the PFR will be summarized. The information to be summarized will include a brief description of the community's need for improvements to the sewer collection system, WWTP improvements, recycled water alternatives considered, any constraints on the feasibility of such alternatives, the capital and life cycle cost of feasible alternatives, and the preferred alternative.

3. Project Planning Area

This Section of the PFR will provide information regarding the area included in this study. Information regarding the Project Planning Area will include:

- a. Location: A map of the City's service area will be provided as well as photographs indicating legal and natural boundaries, major obstacles, elevations, etc.
- b. A summary of Environmental Resources Present will be provided indicating the location and significance of important land resources, wetlands and 100/500-year floodplains, historic sites, endangered species/critical habitats, etc., that must be considered in project planning. This narrative summary will make reference to the CEQA/NEPA document(s).
- c. Growth Areas and Population Trends. A discussion of the population, flows, loadings and peaking factors for the proposed project will be made. This discussion will include an estimate of the existing service area characteristics as well as the 20-year and 40-year projections.
- 4. Existing Facilities and Need for Project

This Section of the PFR will provide a description of the City's existing sewer collection system and wastewater treatment plant including pipe sizes, materials, slopes, alignments, and a log of

maintenance work due to problems in the collection system. A description of the existing or potential public health or water quality problem in the community will be included.

A Closed-Circuit Television (CCTV) survey will be conducted on all the lines of the collection system to assess their condition and prioritize the need for replacement or rehabilitation.

5. Wastewater Flows

This Section of the PFR will provide the estimated wastewater flows based on land uses and number of dwellings and businesses in community. Wastewater flows will be compared with flows and loadings per EDU of other similar communities. Sewer flow monitoring will be conducted to determine average and peak hour flows and assess the presence of infiltration/inflow in older parts of the collection system.

6. Development and Screening of Alternatives Considered

This Section of the PFR will include a detailed condition assessment of the sewer lines in the collection system. Sewer lines will be graded based on their physical condition, maintenance requirements, size of area served, and sewer flows. Recommendations to replace or rehabilitate sewer lines will be provided. Replacement or rehabilitation will be based on an evaluation of the cost effectiveness of alternative solutions to correct the identified problem including cost estimates and design criteria.

The following information related to the sewer collection system will be included:

- a. A color-coded map of the City's collection system showing the physical condition of the sewer lines based on the CCTV assessment. Copies of CCTV inspections will be enclosed to this Section of the PFR.
- b. Construction Problems anticipated. A discussion of concerns such as limited access, traffic control, or other conditions which may affect cost of construction.
- c. Cost Estimates. Provide cost estimates for each recommended alternative, including a breakdown of the following costs:
 - i. Construction.
 - ii. Non-Construction.
 - iii. Annual Operations and Maintenance.
- d. Advantages/Disadvantages. Each alternative will be evaluated to determine how it meets the City's needs with respect to financial, managerial, and operational resources. An explanation will be offered of how the proposal satisfies public and environmental concerns.
- 7. Proposed Project Description

This Section of the PFR will contain a full description of the proposed project. At least the following information will be included:

- a. Project Design
 - i. Collection System Layout. Identify general location of line: Lengths, sizes, and depths.
 - ii. Pumping Stations/pipelines. Identify size, type, site location, and power requirements.

- b. Total Project Cost Estimate, including an itemized estimate of the project cost based on the stated period of construction. The cost estimates will include development and construction, land and rights-of-way, legal, engineering, interest, contingencies, refinancing, and other costs associated with the proposed project.
- c. Annual Operating Budget.
- d. Revenue. Using the current rate schedule, the PFR will project realistic revenues from sewer users.
- e. Operations and Maintenance (O&M) Costs. Estimate costs over a ten-year period based on actual costs of other existing collection systems of similar size, complexity and governance. The PFR will include facts to substantiate operation and maintenance cost estimates. Cost estimates will include salaries, benefits, taxes, accounting and auditing fees, legal fees, interest, utilities, oil and fuel, insurance, annual repairs and maintenance, supplies, chemicals, office supplies and printing, and miscellaneous.
- f. Debt repayments. The PFR will describe all financing sources potentially available for this project.
- g. Reserves. The PFR will describe any proposed loan obligation reserve requirements.
- h. A capital improvement plan including future replacement costs.
- i. A discussion of how potential future deficits, customer non-payments and delinquencies will affect O&M costs and user rates.
- j. Proposition 218 requirements.
- k. Methods for fee collection and monthly billing.
- I. A summary of public participation, (Noticed public meetings must be held to obtain public input and to discuss alternatives considered as well as environmental factors related to the project, as required by CEQA)
- 8. Draft Project Report

The Draft PFR Report will contain the following:

- a. A description of the identified sewer collection system deficiencies that will be addressed by this project.
- b. The potential public health problem associated with SSOs.
- c. A statement of the relevant design criteria.
- d. The estimated capital construction costs.
- e. A summary of the anticipated user charges for each user classification, i.e. residential, commercial, and industrial.
- f. A discussion of the benefits of constructing the project.
- g. A description and estimate of the Operation and Maintenance (O&M) program for the proposed project including:
 - i. A summary of the O&M requirements.
 - ii. An estimate of the O&M budget over the next five years.
 - iii. An implementation schedule for completion of the project.

The draft report will be completed and submitted to the funding and regulatory agencies for review. Such submittal will be accompanied by the draft CEQA/NEPA environmental analysis which was begun as soon as the identification and feasibility of the project alternatives was determined.

9. Final Project Report

After review and comment by the community and funding or regulatory agencies, and incorporation of any needed changes or additions, the final project report will be completed for required submittals.

The consultants will attend all pertinent staff meetings, hearings, and adoption meetings essential to final report completion. Essential and appropriate modification to the project report will be made. The needed number of copies will be provided for participating funding, regulatory and adopting agencies, together with electronic copies as required.

TASK B – ENVIRONMENTAL DOCUMENTS

This Task will consist of preparing a preliminary environmental review of the project to identify possible environmental impact that could threaten the viability of the proposed improvements. Sewer rehabilitation projects are usually categorically exempt from CEQA and NEPA as they pertain to the repair of public improvements. Unless the preliminary environmental review reveals significant impacts, a categorical exemption will be obtained for this project.

TASK C – PREPARATION OF OTHER MISCELLANEOUS CWSRF APPLICATION ITEMS

The CWSRF Construction Application contains miscellaneous items including a financial package, an environmental package and a general package. The Environmental Package will be prepared under separate task discussed previously in this Plan of Study. The Financial Package, and General Package items will be prepared as part of this task.

An update of the most recent rate study will be included as part of the financial package of the CWSRF construction application. The rate study will conduct and evaluation of the City's current rate schedule and the ability to generate sufficient revenue to adequately maintain the sewer system and proposed improvements. Finally a Fiscal Sustainability Plan (FSP) will be prepared in accordance with SWRCB guidelines.

TASK D – GRANT ADMINISTRATION

This task includes grant administration services in accordance with the funding agreement for this project. Grant administration services will include preparation of disbursement requests to State, preparation of quarterly progress reports, communications with State Water Resources Control Board, contract amendments (if necessary), etc.

C. FEES

AMCE proposes to complete Tasks A through D in the Scope of Work for a not to exceed fee of \$300,000. The total fee will be invoiced monthly according to the hourly rates listed in the cost estimate. The following table provides a breakdown of the estimate fee by task:

Task	Fee
Task A – Project Feasibility Report	
Subtotal Task A	\$155,000
Task B – Environmental Documents	
Subtotal Task B	\$80,000
Task C – Miscellaneous CWSRF Application Items	
Task C. 1 – Rate Study	\$25,000
Task C.2 – Fiscal Sustainability Plan	\$10,000
Task C.3 – CWSRF Construction Application	\$5,000
Subtotal Task C	\$40,000
Task D – Grant Administration	
Subtotal Task D	\$25,000
Total Tasks A through D	\$300,000

D. SCHEDULE

The following table contains the estimated completion date for all the tasks in the scope of work:

Task	Estimated Completion date
Task A – Project Feasibility Report	February 28, 2023
Task B – Environmental Documents	March 31, 2023
Task C – Miscellaneous CWSRF Application Items	June 30, 2023
Task D – Grant Administration	February 29, 2024

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

Subject:	Authorize Purchase of Three (3) Electronic Messaging Boards
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Staff is recommending that the Council authorize Public Works to purchase two (2) Full Size Wanco Electronic Message Boards and one (1) mini Wanco Electronic message board.

II. BACKGROUND:

The City Council, on April 21, 2022 authorized staff to utilize \$60,000 of ARPA funds to purchase two (2) electronic messaging boards for the City to be used for public messaging including road repairs, health and safety notification, water conservation and various other messages to the general public.

III. DISCUSSION:

Staff requested quotes from multiple vendors to determine the specific brand the City would like to utilize and found that the Wanco product provided exactly what the City desires. KRC Safety is who provided the quotes for the messaging boards. In looking at the product staff requested multiple quotes for various boards. Staff looked at pricing for two (2) large boards, one (1) large board and one (1) mini board or two (2) large boards and one (1) mini board. Staff felt that the best combination was to purchase two (2) large boards for the (2) main entrances to town and one (1) mini board for smaller streets when doing road repairs and/or utility work in residential areas.

Copies of the all quotes are attached for the Councils review.

Staff recommending purchase amount exceeds the amount authorized by the council with the use of ARPA funds by approximately \$6,000 which represents the sales tax for the three (3) message boards. Staff is recommending that the Council authorize the three (3) message boards to be purchased and staff will derive the additional funds from the major machinery and equipment funds of the water, sewer and gas enterprise.

IV. ALTERNATIVES:

- Purchase two (2) large boards \$41,256.00 plus tax
- Purchase one (1) large board and one (1) mini board \$39,899.40 plus tax

V. FISCAL IMPACT:

The total amount for the purchase of the three (3) electronic message boards is approximately \$67,000 where

\$60,000 will be used from ARPA and the additional cost will be evenly allocated from the water/sewer/gas enterprise funds which have sufficient funds available.

ATTACHMENTS:

File Name

- KRC_Quotes.pdf
- □ full_size_message_sign.pdf
- Mini_message_sign.pdf

Description

KRC Quotes Full Size Message Board Spec Mini Message Board Spec

TRAFFIC CONTROL ~ SAFETY SUPPLIES ~ EQUIPMENT RENTAL ~ SIGN & BANNERS



License #507950 (A,C31) DBE #000447 SBE #6897 MBE #9IS00114 DIR #1000004730

Sales Quote

Date	Estimate #
5/18/2022	22-320

Name / Address

CITY OF COALINGA 155 W. DURIAN AVE COALINGA, CA 93210 Ship To

Customer to Pick Up In Visalia

7821 W. Sunnyview Visalia, CA 93291 Ph# 559-732-0393 Fax# 559-732-2684	Rep	Proje	Project #		P.O. No.	
Visit us online @ www.krcsafety.com						
Description		Qty	Rate		Total	
PCMS Model: WTMMB(A) Full Size Wanco Std Full Matrix Message Sign: Full Matrix Cabinet • Hydraulic Tower • Sta with 4-6v Batteries • 15 Amp Battery Charger • 130W Solar panel • Spring Leaf Axle• Remo PCMS Model: WVTM(A) Wanco Std Mini-Matrix Message: Matrix Cabinet • Hydraulic To	vable Drawbar wer • Standard	2	.,		39,360.00 18,671.40	
Battery box with 4-6v Batteries • 15 Amp Battery Charger • 85W Solar panel • Spring Leaf Drawbar						
OPTION - Wanco Security Battery Box with Puck Locks (Four – 6VDC Flooded Batteries - capacity) (15-amp Battery Charger)		3	348.0		1,044.00	
 Freight Charges - These are the direct shipping fees from the manufacture to Visalia, PER EA - Freight charges quoted are approximate. Actual freight charges at time of purchase will be a 		2	600.0	00	1,200.00	
 Quote good for 30 days from quote date. 3% fee will be charged on all credit card transactions Payment terms are NET 30 unless stated differently on quote.1.5% will be added monthly 	Subtotal				\$60,275.40	
to initial invoice total if not paid in full within 30 days until balance is paid off in full. - Applicable sales tax will be added at time of delivery.	Sales Tax	x (0.0%)			\$0.00	
- Unless otherwise noted contractor is responsible for all unloading and loading of materials.	Total				\$60,275.40	

TRAFFIC CONTROL ~ SAFETY SUPPLIES ~ EQUIPMENT RENTAL ~ SIGN & BANNERS



License #507950 (A,C31) DBE #000447 SBE #6897 MBE #9IS00114 DIR #1000004730

Sales Quote

Date	Estimate #
5/18/2022	22-396

Name / Address

CITY OF COALINGA 155 W. DURIAN AVE COALINGA, CA 93210 Ship To

Customer to Pick Up In Visalia

7821 W. Sunnyview Visalia, CA 93291 Ph# 559-732-0393 Fax# 559-732-2684	Rep	Proje	ect #		P.O. No.
Visit us online @ www.krcsafety.com					
Description		Qty	Rate		Total
PCMS Model: WTMMB(A) Full Size Wanco Std Full Matrix Message Sign: Full Matrix Cabinet • Hydraulic Tower • Sta with 4-6v Batteries • 15 Amp Battery Charger • 130W Solar panel • Spring Leaf Axle• Remo OPTION - Wanco Security Battery Box with Puck Locks (Four – 6VDC Flooded Batteries -	vable Drawbar	2	19,680.00 348.00		39,360.00 696.00
capacity) (15-amp Battery Charger) Freight Charges - These are the direct shipping fees from the manufacture to Visalia, PER EA		2	600.00		1,200.00
 Freight charges quoted are approximate. Actual freight charges at time of purchase will be a Please allow 4-6 weeks for delivery once PO is placed. 	added to invoice.				
Quote good for 30 days from quote date.3% fee will be charged on all credit card transactions		·	I		\$41,256.00
 Payment terms are NET 30 unless stated differently on quote.1.5% will be added monthly to initial invoice total if not paid in full within 30 days until balance is paid off in full. Applicable sales tax will be added at time of delivery. 		Sales Tax (0.0%)			\$0.00
- Unless otherwise noted contractor is responsible for all unloading and loading of materials.	Total				\$41,256.00

TRAFFIC CONTROL ~ SAFETY SUPPLIES ~ EQUIPMENT RENTAL ~ SIGN & BANNERS



License #507950 (A,C31) DBE #000447 SBE #6897 MBE #9IS00114 DIR #1000004730

Sales Quote

Date	Estimate #
4/27/2022	22-320

Name / Address

CITY OF COALINGA 155 W. DURIAN AVE COALINGA, CA 93210 Ship To

CITY OF COALINGA COALINGA

7821 W. Sunnyview Visalia, CA 93291 Ph# 559-732-0393 Fax# 559-732-2684	Rep	Proje	ect #		P.O. No.
Visit us online @ www.krcsafety.com					
Description			Rate		Total
PCMS Model: WTMMB(A) Full Size Wanco Std Full Matrix Message Sign: Full Matrix Cabinet • Hydraulic Tower • Standard Battery box with 4-6v Batteries • 15 Amp Battery Charger • 130W Solar panel • Spring Leaf Axle• Removable Drawbar PCMS Model: WVTM(A) Wanco Std Mini-Matrix Message: Matrix Cabinet • Hydraulic Tower • Standard Battery box with 4-6v Batteries • 15 Amp Battery Charger • 85W Solar panel • Spring Leaf Axle • Removable Drawbar			19,680.00		19,680.00T
			18,671.40		18,671.40T
OPTION - Wanco Security Battery Box with Puck Locks (Four – 6VDC Flooded Batteries - 430 Ah total capacity) (15-amp Battery Charger)			348.00		348.00T
Freight Charges - These are the direct shipping fees from the manufacture to Visalia, PER EACH UNIT - Freight charges quoted are approximate. Actual freight charges at time of purchase will be added to invoice.)0	1,200.00
- Please allow 4-6 weeks for delivery once PO is placed.					
- Applicable sales tax will be added at time of delivery.					\$39,899.40
		x (0.0%)			\$0.00
- Unless otherwise noted contractor is responsible for all unloading and loading of materials.	Total				\$39,899.40



Variable Message Signs Full-Matrix and Three-Line



- Durable powder-coat finish, custom colors available
- Standard tow hitch and removable drawbar
- Low power consumption and more uptime
- Solar-charged deep-cycle batteries
- Cooling fans overheat protection
- Standard 15-amp AC charger included
- Energy efficient and superior performance
- Preprogrammed, custom and MUTCD graphics
- 360° display rotation for optimal positioning
- For optional equipment, contact factory

- Easiest programming in the industry
- Capacitive touchscreen controller
- Intuitive interface with larger buttons
- Safer programming at eye level
- Multi-level password protection
- Out of reach of the casual hacker
- Better traffic visibility
- Less external wiring
- NTCIP compliant



In-Cabinet Controller (location shown below)



The safest means for notifying motorists of changes in traffic patterns and road conditions.

Wanco Message Signs are the ideal choice when you need to get information to the public. Full-size signs provide versatility and great performance.

Full-matrix signs provide the greatest flexibility for displaying any type of message—large or small letters, symbols, graphics. Graphics and text can be combined in the same message.

Three-line message signs are capable of displaying three rows of alphanumeric characters. The ultra-bright, highly legible LEDs display your message clearly.

Changing the message is simple, as Wanco signs feature the easiest programming in the industry. The in-cabinet controller has a 7-inch LCD capacitive touchscreen.

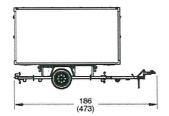
Signs come configured with preprogrammed standard messages. Multiple programming options provide flexibility for multiple applications.

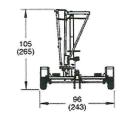
Unsurpassed quality, engineering and value, paired with a multitude of functions and options, make these signs perfect for a wide variety of applications.

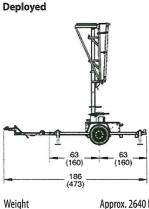
Meets NEMA TS 4-2005 Section 2 for ambient temperature, vibration, shock, electro-static discharge (ESD), and radio interference.

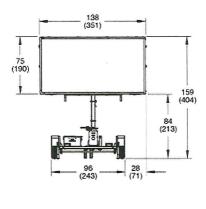
COLUMN DE LA COLUMN	
Matrix Signs	
WTMMB(A) Hydraulic I	ift
WTMMB(B) Manual wi	inch
Display	
Resolution	Four amber LEDs form each pixel
Matrix	48 pixels wide, 27 pixels high
Fonts	12 fonts, selectable
Default font	5 x 7 pixels 3 lines of 8 characters max.
Default font size	11 x 16 in. (28 x 42 cm)
Power	
Batteries	Four 6 Vdc deep-cycle batteries wired for 12 Vdc power
Battery capacity	430 Ah total capacity @ 12 Vdc
Solar panels	130 W minimum
Power options	Additional batteries, 4D AGM batteries and solar panels

Dimensions in Inches (cm)









Weigh Tires Approx. 2640 lbs. (1193 kg) ST205/75 D15

Three-Line Signs

WTLMB(A) Hydraulic lift WTLMB(B) Manual winch

Display Resolution

Font

Four amber LEDs form each pixel 1 font 5 x 7 pixels 3 lines of 8 characters per line max. 12 x 18 in. (30 x 45 cm)

Power Batteries

Bat Sol

Font size

tteries	Four 6 Vdc deep-cycle batteries wired for 12 Vdc power	
ttery capacity	430 Ah total capacity @ 12 Vdc	
lar panels	130 W minimum	
wer options	Additional batteries, 4D AGM batteries and solar panels	

WANCO INC. 5870 Tennyson Street Arvada, Colorado 80003 800-972-0755 303-427-5700 303-427-5705 fax www.wanco.com

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice. Wanco and the Wanco logo are registered trademarks of Wanco Inc. All other trademarks are property of their respective owners.

Mini Message Signs Full-Matrix and Three-Line





800-972-0755 www.wanco.com

The same high visibility and legibility as our full-size signs, but with smaller footprint

- Energy efficient with superior performance
- Choose matrix or three-line message display
- Full-color touchscreen controller
- Preprogrammed, custom and MUTCD graphics
- Easiest programming in the industry

Wanco[®] Mini Message Signs are 30% smaller than our full-size signs, making them highly maneuverable and easy to deploy.

Choose the sign that's right for your application. Wanco Mini Matrix Signs feature a full matrix of highly legible, ultra-bright LEDs to display graphics, text or a combination of both. Wanco Mini Three-Line Signs are designed for text messages of up to eight characters per line. For optimal positioning, the display cabinet rotates independent of the trailer. Raise and lower the sign with the standard hand-operated winch or optional hydraulic lift.

All signs feature Wanco's capacitive touchscreen interface for the easiest programming in the industry. Large virtual buttons are easy to see and select. The touchscreen has nearly instantaneous response and an intuitive menu structure that makes easy work of choosing and setting new messages.

Options include the Wanco Traffic Data Classifier System, Modem Package with GPS, Fleet Manager, Asset Tracker and radar-based speed detection.

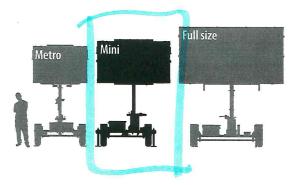
To see or order a Wanco Mini Message Sign, call **800.972.0755** or visit **wanco.com**.

- Lockable weathertight control box located on back of display cabinet
- No external wiring from controller to sign
- Safer programming at eye level
- Better traffic visibility
- Out of reach of the casual hacker
- Capacitive touchscreen controller features intuitive full-color interface with large virtual buttons
- Multi-level password protection prevents unauthorized access
- NTCIP compliant

Brief specifications

Deployed footprint, $W \times L$	143×96 in (362 $\times 244$ cm)	
Sign cabinet size, $W \times H$	96×55 in (244×140 cm)	
Operating height	142 in (361 cm)	
Travel height	103 in (262 cm)	
Weight, approx.	1580 lb (717 kg)	
-	Matrix Model WVTM	Three-
Display	48 × 27 pixels	3 lines
Fonts	12 fonts	1 font
Default font	12.6 in., 5×7 pixels per character 3 lines of 8 characters maximum	15 in., 3 lines
Power	Batteries, solar	Batteri

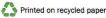
rree-Line Model WVT3 ines of 8 characters font i in., 5 × 7 pixels per character ines of 8 characters maximum itteries, solar





WANCO INC. 5870 Tennyson Street Arvada, Colorado 80003 800-972-0755 303-427-5700 303-427-5725 fax www.wanco.com

Due to Wanco's commitment to continuous improvement of our products, all information is subject to change without notice. Wanco and the Wanco logo are registered trademarks of Wanco Inc.



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

Subject:	Consideration of Bid Award for Total Trihalomethane (TTHM) Reduction Facilities at the Water Treatment Plant
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

It is recommended that the Coalinga City Council:

- Award a Contract in the amount of \$1,328,600.00 to GSE Construction Company, Inc., 7633 Southfront Road, Suite 160, Livermore, CA 94551 for the TTHM Reduction Facilities at the WTP.
- Authorize a contingency of 10% \$132,860.00 to cover any unforeseen incidentals for an authorization amount of \$1,461,460.00.
- Approval of a construction management/engineering task order with the City Engineer for \$199,290.00.

II. BACKGROUND:

On January 4, 2017, the Coalinga City Council directed staff to prepare engineering plans and specifications and authorized a call for bids for the TTHM Reduction Facilities at the WTP.

This project consists of implementing permanent pH adjustment and pre-oxidation injection facilities. Due to concerns regarding the health, safety, and difficulties associated with WTP staff handling muriatic acid, the City prefers that the full-scale pH adjustment facilities use liquid carbon dioxide.

Sodium permanganate will continue to be used for pre-oxidation of organic matter at the WTP influent. To minimize additional capital costs and difficulties of integrating new and existing facilities, the sodium permanganate storage and injection equipment will use several existing pieces of infrastructure that are not currently used by the WTP.

The project generally consists of furnishing labor and materials, furnish and install sodium permanganate and carbon dioxide storage and injection facilities as specified for, but not limited to:

- Mobilization/Demobilization
- Perform Subsurface Utility Locating (Potholing)
- Furnish and Install Carbon Dioxide Equipment Foundations and Flatwork
- Furnish and Install Precast Concrete Vaults
- Furnish and Install Sodium Permanganate Storage and Injection Equipment
- Furnish and Install Carbon Dioxide Storage and Injection Equipment
- Furnish and Install Piping and Appurtenances
- Furnish and Install Site Improvements
- Furnish and Install Electrical and Instrumentation

This also includes construction management for this project which will be provided by Tri City Engineering, and Contract Sub-Consultants, MKN Associates & Frisch Engineering.

Tri City Engineering, Inc.	\$ 44,120.00
MKN Associates, Inc.	\$ 63,780.00
Frisch Engineering, Inc.	\$ 91,390.00
Total CM	\$199,290.00

III. DISCUSSION:

City Staff received and opened four bids for this project on June 7, 2022, at 2:00 p.m. GSE Construction Company, Inc., was the apparent low bidder with a total bid proposal of \$1,328,600.00. The Engineer's Estimate was \$1,150,000.00. The entire bid summary is included as Attachment "A". GSE Construction Company, Inc., has furnished the required bid bond. If the City Council decides to award the project to GSE Construction Company, Inc., and the "Notice to Proceed" is issued, the contractor will have 340 working days to complete the work. The following is a tentative schedule:

Award of Contract:	June 16, 2022
Start of Construction:	July 11, 2022
Substantial Completion	October 20, 2023
Completion of Construction:	November 20, 2023

IV. ALTERNATIVES:

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

V. FISCAL IMPACT:

Authorization request for this contract is Contractor \$1,461,460.00 and Construction Management \$199,290.00, for a total authorization of \$1,660,750.00. This project is funded by \$1,200,000 in ARPA funds and the remaining to be funded through water bond proceeds.

ATTACHMENTS:

	File Name
D	2745_Bid_Results.pdf

- D 2745 Bid Summary.pdf
- 2940_Construction_Engineering_Work_Order_060822.pdf

Description Bid Results Bid Summary Construction Management and Engineering Task Order Attachment "B"





Bid Results City of Coalinga Total Trihalomethane Reduction Facilities Project No. #2745 / #2940CM

Bid Date: June 7, 2022 2:00 PM, Tri City Engineering

	Bidder	Base Bid
1	GSE Construction	\$ 1,328,600.00
2	HPS Mechanical, Inc.	\$ 1,494,800.00
3	W.M. Lyles Co	\$ 1,592,900.00
4	Brough Construction, Inc.	\$ 1,712,000.00
5		
6		
7		

Sub List

Mason Painting, Inc.

Pacific Steel Group

Lighthouse Electrical

Tri City Engineering 4630 W. Jennifer Ave., #101 Fresno, CA 93722-5415 Tel: 559.447.9075 Fax: 559.447-9074 info@tricityengineering.com

City of Coalinga 155 W. Durian Ave Coalinga, CA 93210 Tel (559) 935-1533 Fax (559) 935-1184

City of Coalinga TOTAL TRIHALOMETHANE REDUCTION FACILITIES

ATTACHMENT "A" Bids 1-4

Project #2745 / #2940CM Bid Date: 6/7/2022 Base Bid Items				1 GSE Construction		2 HPS Mechanical, Inc.		3 W.M. Lyles Co.		4 Brough Construction, Inc.		
Item	Description	Unit	Qty.	Engineer's Est.	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization/Demobilization	LS	1	\$ 33,000.00	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00	\$ 49,000.00	\$ 49,000.00	\$ 46,000.00	\$ 46,000.00
2	Perform Subsurface Utility Locating (Potholing)	LS	1	\$ 2,200.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,500.00	\$ 14,500.00	\$ 50,000.00	\$ 50,000.00
3	Furnish and Install Carbon Dioxide Equipment Foundations and Flatwork	LS	1	\$ 60,500.00	\$ 80,000.00	\$ 80,000.00	\$ 60,000.00	\$ 60,000.00	\$ 79,700.00	\$ 79,700.00	\$ 62,000.00	\$ 62,000.00
4	Furnish and Install Precast Concrete Vaults	LS	1	\$ 29,700.00	\$ 65,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 98,600.00	\$ 98,600.00	\$ 90,000.00	\$ 90,000.00
5	Furnish and Install Sodium Permanganate Storage and Injection Equipment	LS	1	\$ 107,800.00	\$ 155,000.000	\$ 155,000.00	\$ 165,000.000	\$ 165,000.00	\$ 159,100.000	\$ 159,100.00	\$ 193,000.000	\$ 193,000.00
6	Furnish and Install Carbon Dioxide Storage and Injection Equipment	LS	1	\$ 726,000.00	\$ 703,600.000	\$ 703,600.00	\$ 864,800.000	\$ 864,800.00	\$ 792,500.000	\$ 792,500.00	\$ 860,000.000	\$ 860,000.00
7	Furnish and Install Piping and Appurtenances	LS	1	\$ 33,000.00	\$ 100,000.000	\$ 100,000.00	\$ 50,000.000	\$ 50,000.00	\$ 92,200.000	\$ 92,200.00	\$ 87,000.000	\$ 87,000.00
8	Furnish and Install Site Improvements	LS	1	\$ 16,500.00	\$ 25,000.000	\$ 25,000.00	\$ 85,000.000	\$ 85,000.00	\$ 21,100.000	\$ 21,100.00	\$ 64,000.000	\$ 64,000.00
9	Furnish and Install Electrical and Instrumentation	LS	1	\$ 141,300.00	\$ 135,000.000	\$ 135,000.00	\$ 110,000.000	\$ 110,000.00	\$ 282,200.000	\$ 282,200.00	\$ 260,000.000	\$ 260,000.00
	Base Bid TOTAL			\$ 1,150,000.00		\$ 1,328,600.00		\$ 1,494,800.00	*	\$ 1,588,900.00		\$ 1,712,000.00
*Written Bid: \$1,502,000												

*Written Bid: \$1,592,900

PROFESSIONAL SERVICES WORK ORDER CONSTRUCTION ENGINEERING

This agreement entered into the ______day of _____, 20 22 between City of Coalinga (hereinafter called the Client) and the Consultant ______ Tri City Engineering (hereinafter called Consultant) for services in connection with the following project: ______ Coalinga Water Treatment Plant Permanent TTHM Reduction Improvements ______. The Client and Consultant's rights, duties, and obligations hereunder will be performed in accordance with the terms and conditions of the Agreement for Professional Services between Client and Consultant dated _______October 26, 2021 which is fully incorporated herein by reference.

- I. <u>Scope of Services</u>. The Consultant's services will consist of the following:
 - Construction Coordination; Coordinate administrative, inspection, quality assurance, materials testing activities. Coordinate Contractors pre-construction meeting, project site meetings, punch list, project closeout activities, Staff Report to Council authorizing Notice of Completion/Project Acceptance filing. Coordinate Response to Contractors Request for Information, Construction Clarifications and Project Inspectors Request for Information, Supervise Contractor Construction Site Meetings.
 - Product Submittals; review contractor product submittals for compliance with the Project Plans and Specifications.
 - Labor Compliance: Perform labor compliance task, including verifying Certified Payrolls, Subcontractor Utilization and Labor Interviews.
 - Progress Reports: Review daily progress reports addressing progress of the work, the project schedule to include City Water Plant Inspectors provided daily photographs documenting the progress of the work.
 - Contract Change Orders: Prepare Change Orders in compliance with the plans and specifications for City of Coalinga approval.
 - Progress Payments: Review contractor's initial schedule of values. Reconcile and document items of work in compliance with the plans and specifications; Review monthly progress payments for compliance with City of Coalinga funding procedures for City approval.
 - Inspection and witness testing of installed facilities. Final walkthrough Inspection Punchlist development, bi-weekly construction meetings. Construction observation visits, record drawings preparation
 - Application Programming: Program the existing PLC main processor and existing SCADA system for new I/O, control parameters, and monitoring values associated with the TTHM project. The Carbon dioxide system PLC will be programmed by vendor so our scope of work is to perform any interface programming and configuration to get this component onto the network and interfacing to SCADA correctly.
 - The main PLC will be programmed to control the new Sodium Permanganate system which includes a new tank level, pump flowmeters, and two pumps.

• The SCADA system will be programmed and configured to provide full access for the Operators to be able to control the new carbon dioxide system fully and be advised of all monitoring parameters, alarms, and statuses.

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

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

<u>\$199,290.00</u>

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

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

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

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

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

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

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

Reference: 2940

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

Subject:	Direct City Manager to Coordinate a City-Sponsored Pet Adoption Day with Gimme Love Animal Shelter
Meeting Date:	Thursday, June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

This was requested as a Future Agenda Item by Councilman Adkisson and City Manager recommends.

II. BACKGROUND:

III. DISCUSSION:

The animal shelter is regularly at capacity and unable to take in more dogs and cats.

Councilman Adkisson has requested that the City sponsor an adoption day where the City will pay all adoption fees. The Police Department would be present at this event to register all dogs at the time of adoption.

This would:

- 1. Help provide pet companionship to community members;
- 2. Reduce the population in the shelter;
- 3. Help ensure that dogs are registered;
- 4. Make room in the shelter for additional dogs and cats to be taken in.

IV. ALTERNATIVES:

Do not approve.

V. FISCAL IMPACT:

This would be unbudgeted from the City's General Fund.

The total fiscal impact is unknown as it depends on how many animals are adopted.

The adoption fees are as follows:

Male Cat - \$75

Female Cat - \$105

Small Male Dog - \$90

Small Female Dog - \$100

Medium Male Dog - \$120

Medium Female Dog - \$130

Large Male Dog - \$145

Large Female Dog - \$155

ATTACHMENTS:

File Name No Attachments Available Description

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

Subject:	Approval of Resolution No. 3772-C Extending the Sunset Date of Resolution for One Year for Food Truck Vendors
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

City Manage recommends approving Resolution 3772-C to extent the sunset date for one year.

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

File Name

_____RESO#3772-C_Food_Truck_Extend_Sunset_Date.docx

Description Resolution 3772-C

RESOLUTION NO. 3772-C

AN AMENDED RESOLUTION OF THE CITY OF COALINGA REFLECTING ADDITIONAL LOCATIONS APPROVED FOR THE OPERATION OF FOOD TRUCK VENDORS

WHEREAS, the City Council of the City of Coalinga (the "City") has fielded a number of inquiries regarding the ability of food trucks to operate in the City; and

WHEREAS, Mobile food vending, also referred to as "food trucks", was ranked by Forbes Magazine as the number one small business in 2011. With the increase in popularity, operators are always interested in new locations to park a food truck. Areas lacking in restaurants and seeking to create synergy are prime areas for this type of user; and

WHEREAS, the City has determined that providing an opportunity for Food Trucks to host periodic food truck round-ups within the City on designated dates and times would provide a great addition to the special events throughout the City; and

WHEREAS, on June 1, 2017, by Resolution No. 3772, the City approved the following:

- 1. Designates the City of Coalinga parking lot located at 6th Street and W. Elm Ave, or an additional location determined by the Council by subsequent Resolution, a permitted location to allow food truck round-up events.
- 2. Establishes general operational standards for each food truck vendors attending the food truck event which is attached and incorporated herein as part of the approved resolution.
- 3. Sets a sunset date of 1 year from the date for this resolution where a permanent ordinance may be drafted to establish land use regulations for mobile vendors within the City of Coalinga.

WHEREAS, on May 17, 2018, by Resolution No. 3772-A, the City amended the General Operational Standards for Food Truck Vendors; and on May 16, 2019, by Resolution No. 3772-B, the City amended the General Operational Standards for Food Truck Vendor locations; and

WHEREAS, the City now desires to further amend the General Operational Standards to reflect additional locations for the operation of Food Truck Vendors;

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

1. The General Operational Standards attached hereto are hereby amended to include additional locations listed as authorized locations for Food Truck Vendors.

PASSED AND ADOPTED this 16th day of June 2022, at a regular meeting of the City Council of the City of Coalinga by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

APPROVED:

ATTEST:

Ron Ramsey, Mayor

General Operational Standards

1. Location(s)

- a. The City designated parking lot located at 6th Street and Elm Ave.
- b. Properties zoned commercial or industrial within the City where there is an existing business present. The Food Truck shall not take up more than 3 parking stalls.
 - i. **Exception:** Private Parties in Residentially Zoned Properties reviewed and approved by the City Manager and Police Chief. Vending from Food Trucks on the street in conjunction with a private party shall be permitted so long as sales are not available to the public and the vehicle is parked in front of the residence or in the parking lot of a multi-family development.
- 2. *Facilities Request Form (agreement).* Each vendor shall complete a facilities request form with the Senior Administrative Analyst's office.
 - a. Liability insurance naming the City of Coalinga as "additionally insured" in the amount of \$1,000,0000.

Liability insurance naming the City of Coalinga as "additionally insured" is NOT required if located on private property.

- 3. Hours of operation shall be no earlier than 8:00am and no later than 10:00pm.
- 4. Each vendor is limited to utilizing the designated parking lot three times per week.
- 5. Vendors shall display a valid City of Coalinga Business License and Fresno County Health Department Permit in plain view.
- 6. Vendors shall provide proof of driver's license registration.
- 7. Vendors shall provide proof of a commissary agreement or alternative proof, approved by the City Manager or his/her designee, of a relationship with a valid commissary.
- 8. All vehicles shall be regularly serviced and maintained.
- 9. Vehicles must be entirely self-sufficient in regards to gas, electricity, water, and telecommunications.
- 10. Each vendor shall provide its own waste container.
- 11. Mobile food vendors are subject to the City noise ordinance.
- 12. Mobile food vendors shall not engage in alcohol sales or service.
- 13. Outside tables and chairs are permitted.
- 14. The vendor shall maintain the area within which vending activities occur in a clean, safe, sanitary, and dustcontrolled condition.
- 15. Any other regulations as deemed necessary by the City Manager and/or his/her designee.
- 16. Deposit for trash.

Trash deposit with the City of Coalinga is NOT required if located on private property.

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

Subject:	Presentation by Retail Strategies and Discussion, Direction and Potential Action regarding Approving Professional Services Agreement to Provide Consulting Services
Meeting Date:	Thursday, June 16, 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 City Manager Trejo.

II. BACKGROUND:

Councilman Horn and City Manager Trejo met with Matthew Tate of Retail Strategies at ICSC Las Vegas and viewed a presentation of services. Both thought the City of Coalinga could benefit from the consulting services of Retail Strategies.

Councilman Horn invited Matthew Tate to provide a presentation to the Coalinga City Council during a regularly scheduled City Council meeting. City Manager Trejo coordinated with Mr. Tate and he flew in from Texas to present to the Coalinga City Council.

III. DISCUSSION:

A copy of the presentation and the Professional Services Agreement are attached.

IV. ALTERNATIVES:

Do not approve.

V. FISCAL IMPACT:

\$45,000 per year from the City's General Fund, which is not currently budgeted for FY 23. However, if Retail Strategies is able to bring a large retailer to Coalinga, that tax revenue collected from the retailer will likely exceed the annual cost of the Professional Services Agreement.

Contract

ATTACHMENTS:

	File Name	Description
D	Coalinga_CA_Council_Presentation.pdf	Presentation
D	Recruitment.pdf	Recruitment
D	Retail_StrategiesCoalinga_CA_Agreement.pdf	Professional Services



retail strategies

Retail Recruitment

COALINGA, CALIFORNIA

Matthew Tate, Director of West Coast Business Development



retail strategies

Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers & developers
- Hands-on approach

Industry Involvement





INSPIRED LEADERS





Matthew Tate

Director of Business Development, West Coast

Matthew brings over 10 years of experience working closely with municipalities to help educate them on their retail potential. In his professional experience, Matthew has worked hand-in-hand with city leaders to help create and execute successful retail recruitment strategies across the country.

A native of northern California, he leads our West Coast expansion through his strong relationships with city managers, economic development professionals, and elected officials.

In addition to his work with municipalities Matthew also worked directly with 150+ retail, restaurant, healthcare and hospitality brands to leverage data and analytics in order to help find new locations and new customers across the country.

We go beyond market data by offering unmatched retailer access and real estate expertise.

Retail Strategies is the most trusted partner for recruiting businesses.













We want to learn the story of your community.

Our team works hard to get to know your community through the data and analytics but also through the knowledge of the local team.

We want to make sure the story we are telling is one that you would be proud of and aligns with the values of your community.

Our activities pay a return in sales tax, added jobs, and businesses that enhance and add to the unique qualities of your community.

connect

We make sure your community's story is heard.

Aggressively taking your community's story and assets to expanding businesses, property owners, brokers, developers, and other industry players creates economic growth for your community.

Our team of retail recruiters work year-round on phones, emails and of course trade shows to make sure your community has a captivated audience that is interested in the real estate that you have.



We multiply and enhance your staff and become your story tellers.

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Being your partner and consistently providing feedback, answering questions, and solving complex problems positions your market for growth.



Research & Real Estate Analysis



Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Business Recruitment Categories

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Psychographic Analysis

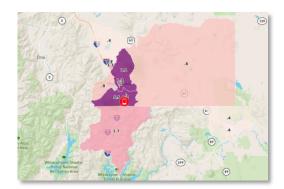
Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

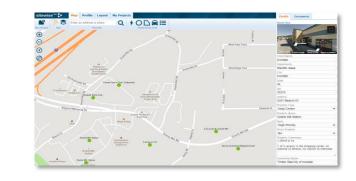
GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

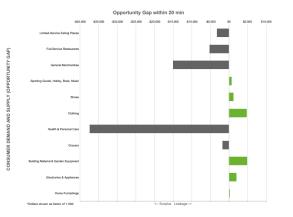
Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.





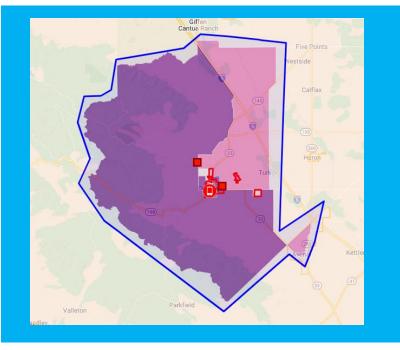
	nde Group: Hometown mily Foundations	124
House	holds: 1,299,600	
Avera	e Household Size: 2.71	
Media	n Age: 39.6	
Media	n Household Income: \$43,100	
No. of Concession, Name		
WHO ARE WE?	OUR NEIGHBORHOOD	SOCIDECONOMIC TRAITS
Family and faith are the connentones of life in these communities. Older children, still living at home, working toward Trancial independence, are common within these	 Family Foundations residents are a mix of married couples, single parents, grandparents, and children, young and adult. 	SOCIOECONOMIC TRAITS • More than hall have ather attended cologe or obtained a degree, one-third have only finished high shool.
Family and faith are the connections of life in these communities. Older children, still living at home, working toward financial independence, are common within these households. Neighborhoods are stable: little household growth has occurred for more than a decade. Many	Family Foundations residents are a mix of married couples, single parents, grandparents, and children, young and adult. Average household size is slightly higher	More than half have either attended college or obtained a degree; one-third have only finished high school. Uvergloyment rate is high at 10%
Family and faith are the contentiones of life in these communitus. Older children, still living at home, working toward Thancial independence, are common within these touseholds. Neighborhoods are stable. Ittle household grrowth has occurred for more than a decade. Many residents sork in the health care industry or public administration across all levels of government. Style is	 Family Foundations residents are a mix of married couples, single parents, pardparents, and childen, young and adult. Average household size is slightly higher at 2.71. Neighborhoods are found in principal cities 	More than half have other attended college or obtained a degree; one-third have only fielded high school. Unemployment rate is high at 10% [Index 191]; labor force participation rate is slightly lower at 55% as sections begin
Family and faith are the contentiones of life in these communities. Older children, still living at home, working toward franzeisi independence, are common which these households. Neighborhoads are stable: Itile insuehols growth has occurred for more than a decade. Many residents work in the heath care industry or public	 Family Foundations reaidents are a mix of married couples, single parents, grandparents, and children, young and adult. Average household size is slightly higher at 2.71. 	More than half have arbur attended college or obtained a degree, one-find have only finished high stellool. Usemployment men in high at 10% (Index 19)(Inter Arbur, high at 10% (Index 19)(Inter Arbur, high at 10%) (Index 19)(Inter Arbur, high at 10%) (I
Family and faith use the connerstones of life in these communities. Other oblides, will fixing at home, working households. The implication of the theorem of the growth has occurred for more than a decade. Many residents and in the health care industry or public administration across all levels of government. Style a important to these consumes, and upwell on cluthing for	 Family Foundations residents are a mix of married cooples, single parents, grandparents, and childme, young and adult. Average household size is slightly higher at 2.71. Nasighteohoods are found in principal titles of ingor metropolition areas throughout. 	More than half have other attended college or obtained a degree; on-othed have only finished high school. Unexployment that is high at 10% (Index 191); labor force participation rate is slightly lower at 56% as services begin to retrie.





Research Methods

Custom Trade Area



Customized Trade Area 29,421

2021 estimated population



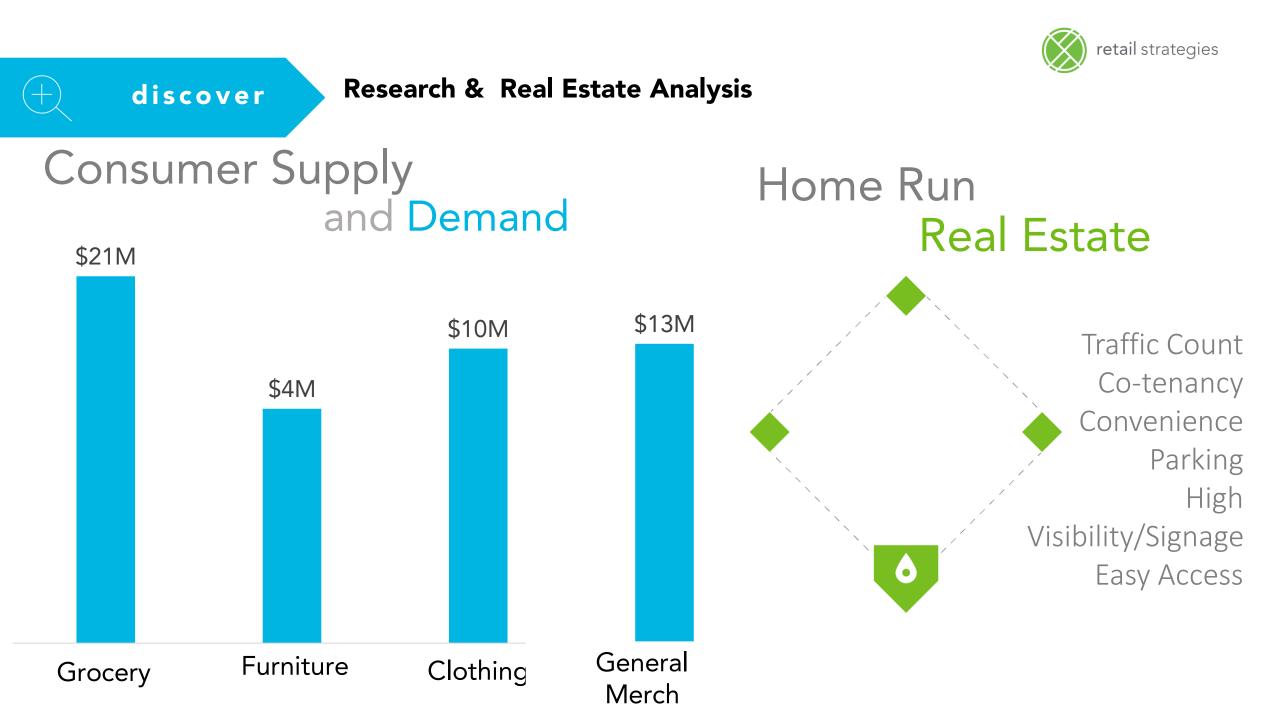
7.14%

Projected Growth by 2031

The location tracked was McDonald's

for the time period of

June 2021 To June 2022



connect

Conference Recruitment

We attend over 15+ conferences each year to both start and build upon existing relationship in order to put our specific sites in front of retail decision makers.

Las Vegas Dallas Atlanta Chicago Los Angeles Monterey







Retail Strategies is the most trusted partner for recruiting businesses.

Retail Recruitment
 Retail Education
 Downtown Revitalization

retail strategies

retail recruitment real estate consulting retail education downtown revitalization small business support

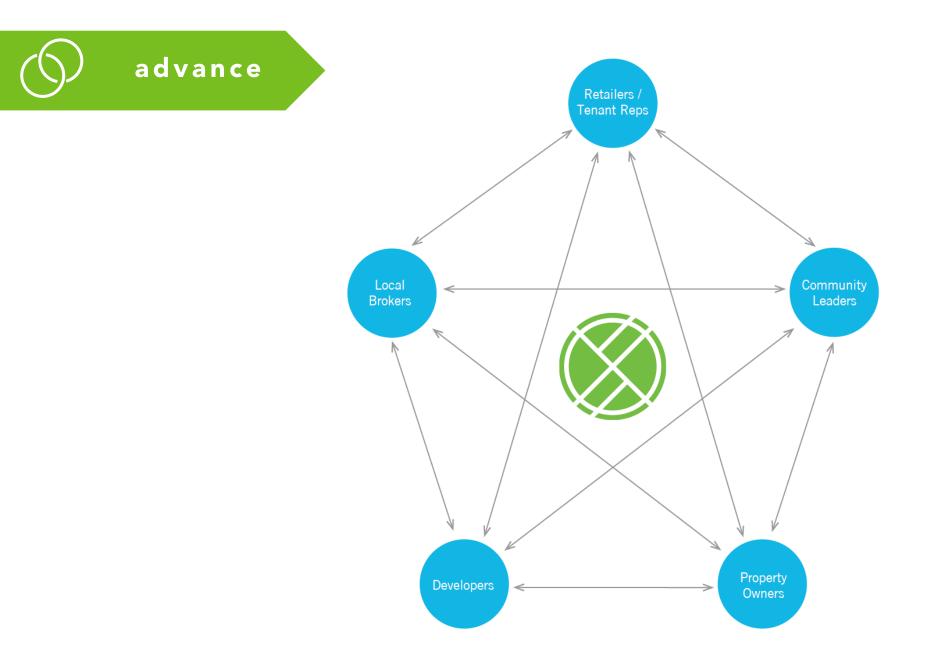
retail strategies

 Image: series
 Community development and commercial real estate expertise.

 Image: series
 Community development and commercial real estate expertise.

9





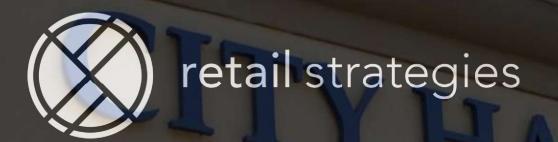


retail strategies

Questions?

Matthew Tate, Director of West Coast Business Development

Pricing Valid for 60 Days



Retail Recruitment Proposal

Prepared for Coalinga, CA

May 27th , 2022

retailstrategies.com | [205] 31

[205] 314-0386

info@retailstrategies.com

2200 Magnolia Ave South, Suite 100 Birmingham, AL



Executive Summary

Founded in 2011, Retail Strategies exists to build trust-based relationships with communities across the country. We meet this goal by offering human resources and asset-based solutions to help recruit expanding national brands, revitalize downtowns, and support our country's small business community.

With confidence, we pursue this mission by delivering unparalleled customer service as a unified team to help our partners discover their markets unique value to retailers, connect opportunities in their market, and advance each opportunity towards their next goal.



Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers & developers
- Hands-on approach

Industry Involvement







INSPIRED LEADERS

SHAPING CITIES



Retail Strategies President, Lacy Beasley Named to ICSC Board of Trustees

Lacy Beasley, President of Retail Strategies, was appointed to ICSC's Board of Trustees for an initial three-year term. She was one of 16 new trustees added to the board, and one of only two members representing the public sector.

The board provides input in helping ICSC achieve its goal of serving its more than 70,000 members globally by proactively advocating and communicating the critical social, civic, and economic role played by the retail real estate industry across the world.

Lacy has cemented herself as a go-to source in the commercial real estate world, developing a niche working with municipalities on their retail development strategies. View the full list of the Board of Trustees <u>here</u>.



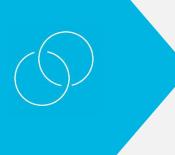


We work to find your unique story.

We believe that every community is unique, so we take time to engage our Client's to understand your story of opportunity to leverage your attributes towards expanding businesses.

Our discovery phase is all about understanding the data, real estate and people that make up your local market.

connect



We make sure your community's story is heard.

As a conduit between communities and national retailers, we ensure that your stories of opportunity, culture, values and people are perfected to resonate with the right retail audiences.

Aggressively taking your communities story and information to expanding businesses, property owners, brokers, developers, and other industry players to create economic growth in your community.

advance

We multiply and enhance your staff.

We work as an extension of your staff, adding specific expertise, and amplifying your efforts and visibility many times over.

Our team **PROACTIVELY** works to tell your story to the expanding business community on the phone, via email and of course at trade shows.

Our team identifies retailers that are interested in your market and then work to advance them and connect them with your local property owners to allow for a deal to take place.



Discover: Research

discover

sitewise	Map Profile	Layout M	y Projects
1	S Incin Man	Q	
•			125
 ● ● ● 	N. M.		28
0		Stin a	in and
0			1.1
		·(-))	1.00
1.5	- The		19-1
			E.C.
	10		Real Providence
	Contrary.		
96 18197, -85 +8217	1.1.1	+ 27 4 100	-william
	0		

The cycle begins with market analysis. We take the deep dive in to data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

Retail Strategies uses a complex mix of data sources anchored by STI Popstats (Synergos Technologies) as our primary data source. This data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Business Recruitment Categories

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

Psychographic Analysis

GAP Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals. Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.



Discover: In Market Real Estate Analysis

discover

Real Estate is the key to every business expansion. Our team features over 150+ years of retail real estate experience and we utilize our collective experience to provide the most thorough, and creative, assessment of your community.

To accomplish this we bring our team of retail real estate professionals to your community to uncover your strategic and underutilized real estate assets.

The inventory of properties our team believes is viable for new development, redevelopment highest and best use or vacancies that need to be filled are logged and recorded in our custom software program to be used by your team during the recruitment process.

The information we gather is immediately put to work through making outreach to the property owners, developers, and brokers who represent these properties to learn their goals for the property and how Retail Strategies can assist them on behalf of the community leaders.





Discover: Community Input & Communication

Community Input

Throughout the life of our partnership we will always be ready to listen to your feedback, suggestions, opinions, and requests. Below are items and actions we take to ensure we are providing information and action toward the betterment of the community.

Communication: The Key to Our Partnerships

During our onboarding process we will be scheduling a time to speak with you to get a first-hand understanding of your goals, desired businesses, past experiences, etc. In addition, we send a questionnaire that can be filled out by one, or many, Community Leaders to provide Retail Strategies further information on your goals and vision.

From Day 1 our process is built around creating a relationship with you and getting communication and information flowing to one another. This is partnership. We know that no one knows your community better than you. Through our partnership we will be able to harness your local knowledge and pair it with our resources and connections to make an economic impact. In addition, this free flow of communication will allow you to always share feedback with our team which we will utilize on your behalf.





Connect: Retail Recruitment

connect

Retail Recruitment

This is where the rubber meets the road. This is where we take the information we have collected for your community, package it in the appropriate format, and begin showcasing opportunities in your community. The Benefit of partnering with Retail Strategies is that we do not just hand you fancy gadgets and a CRM tool to conduct recruitment, **our West Coast management team will conduct every piece of outreach** to the appropriate contact on your behalf.

Recruitment

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and all other industry players to connect the dots to your market. We utilize the resources we have gathered and will continue to seek additional information throughout our partnership to further define the opportunities in your market.

Representation

Each year our team attends more than a dozen retail real estate conferences including key retail conference like ICSC Recon, RetailLive! Scottsdale and Austin and more. Retail Strategies attends all of these shows annually and vows to continue to attend to meet with industry leaders and market the opportunities in your community.

At the conferences we will set up and have meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Following the conference you will receive an update on who we met with, what was said, and what our next steps are.





Advance: Reporting & Collaboration



Reporting & Collaboration

Reporting and Communicating is the key to any partnership. We dedicate multiple points of contact to you so that we ensure 1) effective outreach and 2) that your questions, feedback, and other information can be answered, collected, and utilized.

Reporting

Through our partnership we will establish regular communication with you. We report to you regularly with updates from our recruitment efforts, industry news, and other information that will allow you to become more of an expert on your market and the industry.

Your team will be reaching out to property owners, brokers, developers, retailers, restaurants, and other industry players on your behalf. These conversations will be summarized and provided to you to keep you in the know on our efforts.

In addition, through our experience we know we can learn as much from a "no" as we can from the "yes". We provide you information on why it is a yes and why it was a no so that your community can better understand how prospective businesses and industry leaders view your community.



Basecamp

Retail Strategies utilizes Basecamp, a project management and collaboration web platform, to record and store conversations and information shared with our Clients. This platform is username and password protected and keeps our partnership organized.

We understand that your team will adjust and grow overtime and Basecamp allows new members of your team the ability to get up to speed quickly with our efforts.



Advance: Retail Trends & Access



Retail is constantly evolving and changing. Everyday we are processing new information and converting it into insights for our Client Communities.

Throughout the life of our partnership we will continuously provide updates on industry trends and expansion.



Each month we engage leaders within the retail industry to provide a deeper understanding of what is happening within the industry. These webinars are accessible live and available on-demand.



research subscription

Through our partnership your community has 24/7 access to the best data and analytical tools available. Whether it is a request directly from our Client, or from a local property owner, we are here to provide valuable data and insights to ensure the maximum opportunity for growth to occur.



RETAIL RECRUITMENT TEAM

Your Team

Matthew Tate Christopher Bontrager DIRECTOR OF BUSINESS DEVELOPMENT

Brookley Valencia John Mark Boozer PORTFOLIO DIRECTOR WEST COAST



RETAIL RECRUITMENT

Scope of Services

DATA & ANALYTICS | REAL ESTATE ANALYSIS | COMMUNITY INPUT | RETAIL STRATEGY

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identify and Evaluate priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 30)
- Customized Marketing Guide (four pages)
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Analyze community's growth potential through the peer analysis and GAP analysis
- Analysis of future retail space requirements in relation to the peer markets and retail opportunities
- Conduct retail peer market analysis
- Identify and evaluate competing shopping areas
- Tapestry lifestyles psychographic profile of trade area / market segmentation analysis
- Consumer Spending Pattern Reports
- Market Outlook Reports
- Aerial imagery of trade area(s)
- Provide updates on retail industry trends
- Custom on-demand demographic research historical, current, and projected demographics to include market trade areas by radius/drive time, and custom trade area

RECRUITMENT | REPRESENTATION | OUTREACH | CONNECTIVITY

- Pro-active retail recruitment for entire community
- Will contact a minimum of 30 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC and Retail Live conference representationupdates provided according to the yearly conference schedule
- Active outreach to local brokers and landowners

The total fee for completion of work is due upon execution of agreement. Project fees are due within 30 days of receipt of the invoice.

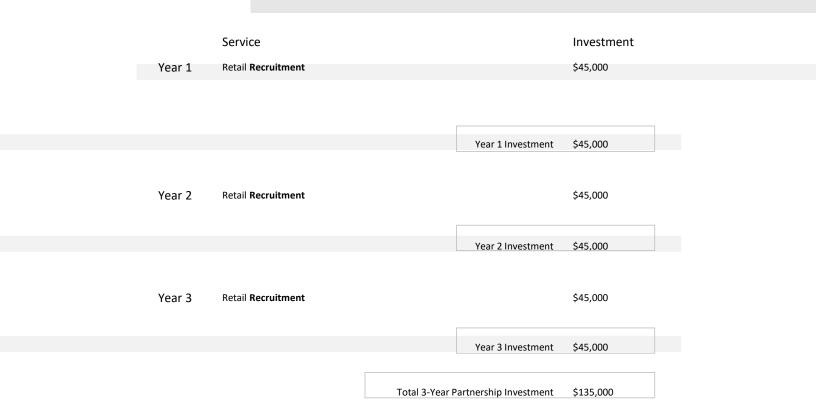
Should the Client request a special assignment, additional work, and/or additional travel needs not specifically referenced in the contract, we will prepare written authorization to be signed by the Client in advance of commencing any additional work.

RETAIL STRATEGIES

Investment

We ask all our future partners to consider a 3-year mindset when considering a partnership with us. Retail recruitment is an ongoing process with most decisions taking between 18 and 36 months.

Pricing valid for 60 days



Palmdale, California

"... our team has been aggressive in making sure we are implementing strategic efforts in maneuvering Palmdale to be better prepared for the post-COVID-19 economic marketplace. That's why we hired Retail Strategies."







retailstrategies.com | [205] 314-0386 | info@retailstrategies.com 2200 Magnolia Ave South, Suite 100 Birmingham, AL

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING SERVICES

This Professional Services Agreement to Provide Consulting Services (this "<u>Agreement</u>") sets forth the mutual understanding of (the "Client") Coalinga, CA and Retail Strategies, LLC, an Alabama limited liability company (the "<u>Consultant</u>") on this the _____ day of _____, 2022 (the "<u>Execution Date</u>"), for the provision of professional consulting services as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. <u>CONSULTING SERVICES.</u> The Consultant agrees to provide the following professional consulting services to the Client (the "<u>Services</u>"):

- A. <u>Research.</u> The Consultant will identify the Client's retail trade area using a blend of demographics, political boundaries, drive times and/or custom boundaries. The Consultant will perform market and retail analysis based on current industry standards at the time such reports are run. The Consultant will map retail locations and analyze opportunities given local and macro retail trends.
- **B.** <u>In-Market Real Estate Analysis.</u> The Consultant will analyze existing shopping centers and retail corridors and actively reach out to local brokers and real estate owners. The Consultant will identify, evaluate and catalogue priority commercial properties for development or redevelopment based on their highest-and-best-use. The Consultant will identify priority business categories to expand locally and to recruit to the area.
- C. <u>Retail Recruitment.</u> The Consultant will proactively recruit businesses for targeted zones through the contact of a minimum of 30 retailers, restaurants, brokers or developers. The Consultant will regularly update the Client Representative on retail recruitment efforts via email, telephone and the Consultant's client web portal known as "Basecamp." One market visit per calendar year is included in this agreement, additional travel outside of this agreement and requested by the Client shall be approved and paid for by the Client. The Consultant will represent the Client at International Council of Shopping Center conferences and provide updates according to the yearly conference schedule.
- **D.** <u>Updates.</u> The Consultant will provide the Client Representative with updates within three business days of receipt of a request from the Client Representative (as defined in Section 4 below).

2. <u>TERM.</u> The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "<u>Term</u>") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. <u>CONSULTING FEE.</u>

A. <u>Consulting Fee.</u> In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "<u>Consulting Fee</u>") in an amount equal to \$135,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this	\$45,000
	agreement	\$45,000
	On or before the 1st	
Year Two	anniversary of the Execution	\$45,000
	Date	
	On or before the 2^{nd}	
Year Three	anniversary of the Execution	\$45,000
	Date	

B. <u>Payment Default.</u> If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services, including but not limited to: (1) negotiation of incentive agreements; (2) all recruiting and marketing efforts; (3) representation of the Client at trade shows; (4) booking meetings for the Client with prospective retailers; and (5) including the Client in marketing materials.

4. <u>CLIENT INFORMATION AND ACCESS.</u>

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Development Director (the "<u>Client Representative</u>"), currently Nathan Reddin. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant

increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. <u>TERMINATION.</u>

- A. **<u>By the Client At-Will.</u>** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. <u>By the Client Upon the Consultant's Default.</u> The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. <u>By the Consultant At-Will.</u> The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- **D.** <u>By the Consultant Upon the Client's Default.</u> The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day

period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. <u>NOTICES.</u> Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client:	City of Coalinga, CA 155 Durian Ave, Coalinga CA 93210 Email: mtrejo@coalinga.com Attention: Marissa Trejo
Consultant:	Retail Strategies, LLC 2200 Magnolia Ave. South, Suite 100 Birmingham, AL 35205 Email: sleara@retailstrategies.com Fax: (205) 313-3677 Attention: Stephen P. Leara, Esq – EVP General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. <u>STANDARD TERMS.</u>

- A. <u>Affiliated Services</u>: The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.
- B. <u>Applicable Laws</u>: The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

- C. <u>Insurance</u>: The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. <u>Third Party Beneficiaries</u>: This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. <u>Publicity</u>: The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. <u>Entire Agreement</u>: This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. <u>Further Assurances</u>: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. <u>Limitation on Liability; Sole Remedy</u>: Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure and refund provisions of Section 6(B) of this Agreement.
- J. <u>Amendment in Writing</u>: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. <u>Binding Effect</u>: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. <u>Captions</u>: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

- M. <u>Construction</u>: This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. <u>Prohibition on Assignment</u>: No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. <u>Waiver</u>: Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. <u>Survival</u>: Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. <u>Counterparts; Electronic Transmission</u>: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT: Coalinga, CA

By: ______ Name: ______ Title: _____ Date: _____

CONSULTANT: RETAIL STRATEGIES, LLC

EXHIBIT A

I. <u>CONSULTANT AGREEMENT</u>

This section outlines what Retail Strategies (the "consultant") will provide to Coalinga, CA (the "client"). **A. Research**

- 1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- 2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- 3. Conduct retail peer market analysis
- 4. Competition analysis of identified target zones trade area(s)
- 5. Tapestry lifestyles psychographic profile of trade area / market segmentation analysis
- 6. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
- 7. Retail competitor mapping/analysis
- 8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- 9. Identification of at minimum 30 retail prospects to be targeted for recruitment over three-year engagement
- 10. Updates provided on retail industry trends
- 11. Custom on-demand demographic research historical, current, and projected demographics to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

- 1. Identify/Evaluate/Catalog priority commercial properties for development, redevelopment and higher and best use opportunities
- 2. Identification of priority business categories for recruitment and/or local expansion
- 3. Perform competitive analysis of existing shopping centers and retail corridors
- 4. Active outreach to local brokers and land owners

C. Retail Recruitment

- 1. Pro-active retail recruitment for targeted zones
- 2. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
- 3. Updates on new activity will be provided to Client's designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
- 4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
- 5. ICSC conference representation- updates provided according to the yearly conference schedule

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

Subject:	Discussion, Direction and Potential Action regarding Authorizing Annual Stipend of \$15,000 Payable to Coalinga Area Chamber of Commerce for FY 22 and Adopt Resolution No. 4096 Authorizing FY 22 Stipend to Coalinga Area Chamber of Commerce
Meeting Date:	Thursday, June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends authorizing payment of \$15,000 annual stipend to Coalinga Area Chamber of Commerce for FY 22

II. BACKGROUND:

On July 1, 2021, Council discussed a stipend of \$15,000 payable to the Coalinga Area Chamber of Commerce for Fiscal Year 2022.

The vote of the Council was to approve the stipend with the following conditions:

1. Contract with an independent auditor to perform an Assurance Audit to confirm the Coalinga Area Chamber of Commerce organization is free of fraud and misuse of funds prior to the stipend being paid out.

III. DISCUSSION:

The Coalinga Area Chamber of Commerce provided copies of its 2019, 2020 and 2021 tax returns to the City of Coalinga on May 19, 2022.

On June 6, 2022, the City of Coalinga received copies of the bank statements for the Coalinga Area Chamber of Commerce for the periods of January 2019 through December 2021.

The City has reached out to the City's Auditor regarding an Assurance Audit and has the following concerns:

- 1. There is not enough time to have the audit completed to pay the stipend for FY 22;
- 2. The audit would be costly;
- 3. The auditors may or may not be able to detect any sort of fraud.

The City Auditor recommended the City review the bank statements and tax returns to make its own determination.

City Manager Trejo has reviewed the tax returns and bank statements and did not detect any reasons to withhold the stipend for FY 22.

The tax returns and bank statements are also attached to this agenda item for Council review.

At this time, the Council needs to make a determination on whether or not the City will pay the \$15,000 stipend to the Coalinga Area Chamber of Commerce for FY 22.

If so, the Resolution must be approved.

IV. ALTERNATIVES:

Do not authorize payment.

V. FISCAL IMPACT:

\$15,000 from ARPA funds (previously allocated).

ATTACHMENTS:

File Name

- Chamber_of_Commerce_Bank_Statements.pdf
- Coalinga_Chamber_of_Commerce_Tax_Filings_2019.pdf
- Coalinga_Chamber_of_Commerce_Tax_Filings_2020.pdf
- Coalinga_Chamber_of_Commerce_Tax_Filings_2021.pdf
- Resolution_4096.doc

Description

Chamber Bank Statements 2019 Taxes 2020 Taxes 2021 Taxes Resolution 4096

UNION B UNION B UNION B UNION B COALING PHOENIX PHOENI		STATEM OF ACC UNION BANK COALINGA 0390 PHOENIX PHOENIX PHOENIX COALINGA ARE COALINGA ARE COALINGA ARE COALINGA CA (inter on 12/1	STATEMENT OF ACCOUNTS UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX AZ PHOENIX AZ PHOENIX A390 COALINGA AREA CHAMBER C 265 W ELM AVE COALINGA CA 93210-1709 COALINGA CA 93210-1709 COALINGA CA 93210-1709 COALINGA CA 93210-1709 COALINGA CA 93210-1709	STATEMENT OF ACCOUNTS UNION BANK UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX AZ 85082-0368 PHOENIX AZ 85082-0368 PHOENIX AZ 85082-0368 COALINGA AREA CHAMBER OF COMMERCE 265 W ELM AVE COALINGA CA 93210-1709 COALINGA CA 93210-1709 COALINGA CA 93210-1709 COALINGA CA 93210-1709 COALINGA CA 93210-1709	Page 1 of 2 Statement 12/01/21 - 12/01/21 - Telephone For 24-houn 800-238-44 800-338-44 800-338-44 For 24-houn 800-238-44 For 24-houn 800-24-houn 8	Page 1 of 2 Statement Number: 12/01/21 - 12/31/21 Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com Thank you for banking with us since 1987 Account Number.	online ber
Subtractions Checks Payments Purchases Other Withdrawals Balance on 12/31 \$ Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Subtractions Balance on 12/31 Statement Average ge of \$14.00 per mo	n 12/31 Average	Subtractions Checks Payments Purchases Other Withdrawals Balance on 12/31 Statement Average Ledger Balance e of \$14.00 per month is currently we	-3,849.46 -35.07 -1,290.62 -125.00	-5,300.15 20,575.08 20,927.81		
	Date 12/7 12/10 12/20 12/23 12/23 12/23 12/31 12/31 Total	OFF INTU INTU INTU INTU INTU	Description/Location OFFICE DEPOSIT INTUIT 88955455 DEPOSIT OFFICE DEPOSIT INTUIT 6482615 DEPOSIT INTUIT 60887465 DEPOSIT ATM DEPOSIT ATM DEPOSIT INTUIT 85299495 DEPOSIT INTUIT 90241645 DEPOSIT INTUIT 90241645 DEPOSIT		524771997335526 524771997335526 524771997335526 524771997335526 524771997335526	Reference 77289057 \$ 52719681 76546074 54836477 54836477 55976072 80253444 50956984 52044245 \$	Amount 800.00 65.00 1,940.00 125.00 1,000.00 1,25.00 540.00 540.00 4,720.00
Criecks	Number 231764 231765 231766 231767 231767 Total	Date Date 12/14 12/16 12/6 12/6 12/20 ssing in seq	Reference 75784716 77323224 75800553 76545903 76545903 uence. Out of sequenc	<i>Amount</i> 150.00 400.00 250.00 400.00 e check numbers may also	Number 231768 231771* 231771*	Number Date Reference Amount Number Date Reference 231764 12/14 75784716 150.00 231768 12/14 76532874 231765 12/6 77323224 400.00 231769 12/12 28523710 231766 12/6 75800553 250.00 231771* 12/28 08315102 231767 12/20 76545903 400.00 231771* 12/28 08315102 231767 12/20 76545903 400.00 231771* 12/28 08315102 231767 12/20 76545903 400.00 231771* 12/28 08315102 231767 12/20 76545903 400.00 231771* 12/28 08315102 2016 12/20 76545903 400.00 231771* 12/28 08315102 2016 12/20 76545903 400.00 231771* 12/28 08315102 70tal 12/20 76545903 400.00 231771* 12/28	Amount 150.00 1,456.73 1,456.73 3,849.46

Payments online and electronic banking					
Date	Description		Reference		Amount
12/10	INTUIT 39659245 524771997335526	TRAN FEE C	CCD 52718389	\$	2.46
12/23	INTUIT 05341965	TRAN FEE C	CCD 54835267		4.50
12/24	524771097335526 INTUIT 11750125 504774057505555	TRAN FEE C	CCD 55974840		4.50
12/30	524774007335526 INTUIT 36830315 5247740077355700	TRAN FEE C	CCD 50955912		4.50
12/31	524771997335526 NTULT 41743785 524771997335526	TRAN FEE C	CCD 52043177		19.11
Total				\$	35.07
Purchases ATM card and Debit card TM purchases	tw purchases				
Date	Description/Location		Reference		Amount
12/3	INTUIT 18 004INTUI MOUNTAIN VIEW CA 84817491	ITAIN VIEW CA	70939423	ю	229.00
12/6	AT&T IVE 8003310500 TX 8003310500 TX	3003310500 TX	72853713		133.78
12/7	24240181 IN DATAFL CA		70315136		
	84817491		95151207		225.68
12/13		CA	70440808		96.43
12/15	24240181 CKE*THE SA COALINGA CA COALINGA CA	A COALINGA CA	72388484		30 BE
					09.90
12/29	EVENTGROOV HARLOWTON MT HARLOWTON MT	ON MT HARLOWTC)N 70642460		184.00
	24240181				
12/29	DOMAIN AUT 505-3753566 NM 505-3753566 NM	NM 505-3753566 NN	A 70642462		289.00
12/30	SUPPORTPDF BROOKLINE MA BROOKLINE MA	E MA BROOKLINE M	A 71273497		1.50
12/30	24240181 AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL	IL WA AMZN.COM/B	IL 71273495		30.46
	77340181				
12/30	AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL	IL WA AMZN.COM/B	IL 71273492		60.92
	WA				
Total	24240181				
				\$	1,290.62
Other Withdrawals including fees and adjustments	nd adjustments				
Date	Description/Location		Reference		Amount
12/20	MISCELLANEOUS BANK ORIGINATED ITEM	RIGINATED ITEM	76546077	\$	125.00

Page 2 of 2 **Statement Number:** 12/01/21 - 12/31/21

125.00 Ω 76546077 EOUS BANK ORIGINATED ITEM

🔰 UnionBank	STATEMENT < OF ACCOUNTS	Page 1 of 2 Statement Number: 10/30/21 - 11/30/21
	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX AZ 85082-0368	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday
	COALINGA AREA CHAMBER OF COMMERCE 265 W ELM AVE COALINGA CA 93210-1709	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com
-	-	Thank you for banking with us since 1987
Business Value Checking Summary	g Summary	Account Number:
n 100	alance on 10/30 \$ dditions Jbtractions Checks -410.60 Payments -2.46 Purchases -572.54	22,075.83 65.00 -985.60 21,155.23
St Your monthly service charge Additions	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	21,268.87
Checks	Date Description/Location 11/3 INTUIT 89869685 DEPOSIT CCD 524771997335526	<u>Reference Amount</u> 335526 58024847 \$ 65.00
	Number Date Reference Amount Number Date Reference 231741 11/1 75058146 235.60 231763* 11/8 77263017 231757* 11/2 06063968 25.00 231763* 11/8 77263017 201 231757* 11/2 06063968 25.00 25.00 25.00 Total * * 25.00 25.00 5.0	Number Date Reference Amount 231763* 11/8 77263017 150.00 2adate 77263017 150.00 Image: Section of your statement. \$ 410.60
Payments online and electronic banking Date 11/3	c banking Date Description/Location 11/3 INTUIT 37089535 TRAN FEE 524771997335526	<u>Reference Amount</u> CCD 58023299 \$ 2.46
Purchases ATM card and Debit card TM purchases <u>Date Desc</u> 11/1 AT8 11/3 INTU 8481 11/5 IN D	<i>it card</i> TM <i>purchases</i> Date Description/Location 11/1 AT&T *PA 800-288-2020 FL 84817491 84817491 11/5 IN DATAFL CA	Reference Amount 70795212 \$ 246.63 72714190 229.00 70344582 96.91

Page 2 of 2 **Statement Number:** (10/30/21 - 11/30/21

Purchases ATM card and Debit cardTM purchases

Amount	\$ 572.54
Reference	
Description/Location 84817491	
Date	Total

,

🚺 UnionBank	0 (N	TATEMENT F ACCOUNTS		Page 1 of 2 Statement 10/01/21	Page 1 of 2 Statement Number: 10/01/21 - 10/29/21	
	UNIO COAL P.O. PHOE	N BANK INGA 0390 BOX 60368 NIX AZ	85082-0368	Telephone Ba For 24-hour Au 800-238-4486 800-826-7345i Representative Monday throug	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	lice
	CO 265 CO	COALINGA AREA CHAMBER OF COMMERCE 265 W ELM AVE COALINGA CA 93210-1709	COMMERCE	To oper or apply banking You ma at unior	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	online
				Thank you since 1987	Thank you for banking with us since 1987	
Business Value Checking Summary	king Sun	ımary			Account Number	lber
Days in statement period:	iod: 29 Balance on Additions Subtractions Balance on	9 Balance on 10/1 \$ Additions Subtractions Checks Payments Purchases Balance on 10/29 \$	-8,880.82 -15,035.52 -1,181.91	39,561.58 7,612.50 -25,098.25 22,075.83		
Your monthly service char Additions	Stateme rge of \$14	Statement Average Ledger Balance harge of \$14.00 per month is currently waived	ri	30,410.80		
SIDILIAN	Date 10/1 10/5 10/5 10/14 10/22 10/28 Total	Description/Location OFFICE DEPOSIT # 0001970970 INTUIT 14534555 DEPOSIT CCD 524771997335526 INTUIT 31489215 DEPOSIT CCD 524771997335526 ATM DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT	1970970 SIT CCD 5247719 SIT CCD 5247719	97335526 97335526	Reference 76522830 \$ 56837092 58431303 80007317 75757944 75762471 \$	Amount 630.00 1,000.00 30.00 622.50 3,200.00 2,130.00 7,612.50
Checks	Number 231739 231746 231746 231747 231748 231748 70tal	Date Reference 10/4 75056073 10/4 28517904 10/2 28517904 10/2 06069718 10/25 07503968 10/25 07503968 10/25 07503968	Amount 400.00 710.82 350.00 2,500.00 1,800.00 1,800.00	Number 231749 231751* 231752 231753 231753 be located in the P	Date Reference 10/27 08255736 10/25 07500728 10/26 07555566 10/26 075555666 3yments section of your statement.	Amount 200.00 2,500.00 180.00 240.00 8,880.82
Payments online and electronic banking Date 10/4	tronic banki Date 10/4	ng Description/Location INTUIT 57994695 524771997335526	TRAN FEE	<u>Refe</u> CCD 5681	Reference 56810413 \$	Amount 34.25

Page 2 of 2 **Statement Number:** 10/01/21 - 10/29/21

Payments online and electronic banking

Amount	Minoury	1.27	15,000.00		\$ 15,035.52	
Reference	E0400744	11/26495	62854496			
Description/Location Reference	INTUIT 75539805 TRAN FEE CCD	524771997335526	UB SAVINGS TRANSFER 211012 XXXXX3938 62854496			
Date	10/5		10/12	Total		

Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Deferrer		
101		Reference		Amount
10/4	IN I UIT 18 004 INTUI MOUNTAIN VIEW CA	73649228	ť	00 000
	84817491		ð	223.00
10/8	IN DATAFL CA	73706674		
	84817491	47000/c1		77.40
10/26	BESTBUYCOM 888BESTBUY MN 888BESTRUY 71004000	71004000		
	WN	000000000		29.41
	84817491			
10/26	FASTPAY 8003310500 TX 8003310500 TX	71094099		
	84817491			133.78
10/26	BESTBUYCOM 888BESTBUY MN 888BESTBUY 71094096	71094096		00 014
	MN	0000000		70.211
	84817491			
Total				
			Ş	1.181.91

UnionBank	STATEMENT OF ACCOUNTS		Page 1 of 2 Statement Number: 09/01/21 - 09/30/21	9/30/21	
	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX AZ 850	85082-0368	Telephone Banking For 24-hour Automat 800-238-4486 800-826-7345(TDD) Representatives are Monday through Sati	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	e
	COALINGA AREA CHAMBER OF COMMERCE 265 W ELM AVE COALINGA CA 93210-1709	MMERCE	To open additional or apply for loans, banking office at 5 You may also acce at unionbank.com	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	online
			Thank you f since 1987	Thank you for banking with us since 1987	
Business Value Checking	ecking Summary			Account Number:	ber:
Uays in statement period: 30 Ba Ad Su	Checks Payments Purchases	-656.50 -10.00 -762.93	14,066.01 26,925.00 -1,429.43		
Ba	Balance on 9/30		39,561.58		
Sta Your monthly service charge o	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.		24,461.32		
Additions					
	Date Description/Location 9/7 ATM DEPOSIT 9/17 ATM DEPOSIT 9/17 ATM DEPOSIT 9/12 ATM DEPOSIT 9/22 ATM DEPOSIT 9/29 INTUIT 88553055 DEPOSIT CCD 524771997335526 Total Total	CCD 5247716	97335526	<i>Reference</i> 80013476 \$ 80510386 80760029 52485723	Amount 140.00 23,015.00 270.00 3,500.00 26,925.00
Checks	<u>Number Date Reference Am</u> 231734 9/20 76507272 40 Total	<u>Amount</u> 400.00	Number Date 231735 9/13	e Reference 3 80523253 <mark>\$</mark>	Amount 256.50 656.50
Payments online and electronic banking Date 9/29	Description/Location INTUIT 30223585 524771997335526	TRAN FEE	Reference CCD 52484377	58 29	Amount 10.00
Purchases ATM card and Debit card TM purchases Date Desc 9/1 IN D 9/3 INTU	it card TM purchases Date Description/Location 9/1 IN DATAFL CA 84817491 9/3 INTUIT 18 004INTUI MOUNTAIN VIEW CA	TAIN VIEW CA	Reference 70572554	6) 4 0	Amount 76.83 180.00

Page 2 of 2 **Statement Number:** 09/01/21 - 09/30/21

Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Reference
	84817491	Amount
6/6	ATT*BILL P 800-288-2020 TX 800-288-2020 TX 84817491	72323242 128.84
9/20	FASTPAY 8003310500 TX 8003310500 TX 84817491	72492353 187.57
9/21	DRI*ESIGNS 800-494-5850 CA 800-494-5850 CA 73197245 84817491	73197245 171.72
9/23	INTUIT *QU CL.INTUIT.CO CA CL.INTUIT.CO CA 70676513 84817491	70676513 17.97
Total		\$ 762.93

,

Business Value Checking Summary	sking Sumn	nary					Account Number:	Jumber:
Days in statement period:	1: 32 Balance on 7/31	n 7/31		6	20.984.20			
	Additions Subtractions	SU	Checks	-6.998.73	3,042.00 -9,960.19			
		100	Payments Purchases					
	balance on 8/31	n 8/31		G	14,066.01			
Your monthly service char	Statement arge of \$14.0	Averagi) per mc	Statement Average Ledger Balance ge of \$14.00 per month is currently waived.	e vaived.	19,202.75			
Additions								
	Date	De	Description/Location	6			Reference	Amount
	8/12 8/13	ATI OFI	ATM DEPOSIT OFFICE DEPOSIT				80755964 \$ 75802560	00.69 2 7 20 00
	8/20 8/30	ATA	ATM DEPOSIT ATM DEPOSIT			~ ~	80501536 80776706	126.00
	Total						\$	3,042.00
Checks								
	Number	Date	Reference	Amount	Number		Reference	Amount
	231732	8/26 8/27	80507497 06064700	563.13 827.20	231733 231743*	8/31 8/6	06812106 12257394	4,567.96 1,040.44
	+ Checks mi	ssing in se	equence. Out of seque	Iotal \$ Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.	be located in the	Payments	\$ section of your statem	6,998.73 lent.
Payments online and electronic banking	ctronic banking							
	Date	De	Description/Location	6		Reference		Amount
	8/2	0101 S	SAVINGS TRA	UB SAVINGS TRANSFER 210802 XXXXX3938 0101		62147907	ഗ	2,000.00
Purchases ATM card and Debit card TM purchases	l Debit card™ j	urchase.	Ş					
	Date	De	scription/Location	6	Ref	Reference		Amount
	8/13	Z	IN DATAFL CA		726	72613668	φ	564.80

••

Page 1 of 2 Statement Number: 07/31/21 - 08/31/21

STATEMENT OF ACCOUNTS

UnionBank

85082-0368

AZ

UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX

Page 2 of 2 **Statement Number** 07/31/21 - 08/31/21

Purchases ATM card and Debit cardTM purchases

Date	Description/Location	2.5	
	84817491	Kelerence	Amount
8/23	ATT*BILL P 800-288-2020 TX 800-288-2020 TX 84817491	71930087	167.66
8/30	INTUIT * CL.INTUIT.CO CA CL.INTUIT.CO CA 84817491	72925944	229.00
Total			\$ 961.46

-

.

Page 2 of 2 Statement Number: 07/01/21 - 07/30/21

Payments online and electronic banking

	Amount	MINOIIN	8.66	C * *	2.1		204.07		
		e	Ð				\$	•	
	Reference	EABCOEDD	00000040	CCD 58310486		57574991			
		000	2000	CCD) 				
			1] -	Ш		(0			
		TRAN		TRAN		003EVR15			
	Description/Location	INTUIT 28730715 TRAN FEF CCD EARCONN	524771997335526	INTUIT 43959495 TRAN FEE	17335526	ATT Payment TEL 681983003EVR1S			
	Descriptic	INTUIT	52477199	INTUIT	524771997335526	ATT Paym			
Auvina auro	Date	7/1		7/6		7/14	Total		

Purchases ATM card and

Date	Description/Location	Reference	Amount
1/2	ADOBE INC. 4085366000 CA 4085366000 CA 36599141	72441537	\$ 14.99
7/2	VENMO 8558124430 NY 8558124430 NY 36599141	73313648	51.50
7/2	EXPOSE III 169 W POLK ST COALINGA CA 36599141	73418160	10.88
7/2	EXPOSE III 169 W POLK ST COALINGA CA 36599141	73364176	28.31
712	BIG 5 SPOR TING 434 COALINGA CA 36599141	73354579	282.11
2/6	DOLLAR TRE COALINGA CA COALINGA CA 36599141	70739156	3.27
7/6	ADT SECURI WWW.ADT.COM FL WWW.ADT.COM FL 36599141	70739154	47.99
2/6	DOLLAR TRE COALINGA CA COALINGA CA 36599141	70739158	80.86
7/6	INTUIT 18 004INTUI MOUNTAIN VIEW CA 36599141	73756070	199.00
7/6	PAYPAL *DJ ISPARK San Jose CA 36599141	70137089	400.00
7/12	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	72645986	14.99
7/13	CANVA* 103 CAMDEN DE CAMDEN DE 36599141	73323029	12.99
7/14	ROCKETLAW 8778810947 CA 8778810947 CA 36599141	70124827	39.99
7/15	Adobe Park Avenue,345 San Jose CA 36599141	70888248	14.99
7/29	CANVA* I03 CAMDEN DE CAMDEN DE 36599141	73126900	12.95
7/29	SECURI WWW.ADT.COM FL T.COMFL	73126899	47.99
Total			\$ 1,262.81
iding fees and adjustments	adjustments		
Date	Description/Location	Reference	Amount
7/30 7/30	ADDITIONAL CASH DEPOSITED FEE		\$ 38.00
Total		\$	400.00

Other Withdrawals includi

🚺 UnionBank	0 (N	tatement Faccount	ത	Page 1 of 3 Statement 05/29/21 - 0	Page 1 of 3 Statement Number: 05/29/21 - 06/30/21	
	UNION B COALING P.O. BO PHOENIX	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX	AZ 85082-0368	Telephone Ba For 24-hour Au 800-238-4486 800-826-7345i Representative Monday throug	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	rvice
	COAI 265 V COAI	COALINGA AREA CHAMBF 265 W. ELM AVE COALINGA CA 93210-1709	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	To oper or apply banking You ma at unior	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	ıt online
	•			Thank you since 1987	Thank you for banking with us since 1987	
Business Value Checkin	scking Summary	nary			Account Number	mber
	Balance on 5/29 Additions Subtractions Balance on 6/30	n 5/29 ns Checks Payments Purchases Other Withdrawals n 6/30	\$ ks -1,350.00 its -12.30 es -1,617.99 als -136.00	672.69 20,848.90 -3,116.29 18,405.30		
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Statement rge of \$14.00	Statement Average Ledger Balance e of \$14.00 per month is currently w	nce ly waived.	1,266.24		
	Date	Description/Location	tion		Reference	Amount
	6/22 6/23		INTUIT PYMT SOLN DEPOSIT CCD 524771997335526	71997335526	55595608 \$	50.00
	6/28 6/28	OVERDRAFT ITEM RETURNED			99545439 99545439	1.95
	6/28 6/28	DEPOSIT CORRECTION # 00007 OFFICE DEPOSIT # 0000629936	UEPOSIT CORRECTION # 0000746055 DEFICE DEPOSIT # 0000620036		77346970	150.00
-	6/28	OFFICE DEPOSI	IT # 0000746055		77346969	4,885.00
	6/29	OFFICE DEPOSIT # 0000746177	IT # 0000746177		75810873	6,000.00
	6/29 6/30 6/30	INTUIT 84643905 DEPOSIT CCD OFFICE DEPOSIT # 0000629933 INTUIT 90375215 DEPOSIT CCD	INTUIT 84643905 DEPOSIT CCD 524771997335526 OFFICE DEPOSIT # 0000629933 INTUIT 90375215 DEPOSIT CCD 524771997335526	997335526 997335526	52141749 75760110 53585395	100.00 5,305.00 125.00
chood C	Total				φ.	20,848.90
Checks	Numher	Date Reference	Amount	Mimbor		
	231722 Total		350.00	231725*	Uate Ketefence 6/30 06026336 \$	Amount 1,000.00 1,350.00
Payments online and electronic banking	tronic banking					
	Date 6/22	Description/Location INTUIT PYMT 524771997335526	<i>ion</i> T SOLN TRAN FEE 6	CCD	Reference 55596182 \$	Amount 1.95

Page 2 of 3 Statement Number: 4 05/29/21 - 06/30/21

~

Payments online and electronic banking

		Amount		1.95			3.90			4.50			\$ 12.30	
	Pafaranaa	iveletetice	59746476	07404900		CCD 52133561			C.C.D. 53500580	0000000				
			000)	1))]				
			ITPMTS	•	ł	ц ц			LL. LL.	 				
			NTU			NAN			TRAN					
	Description/Location	THIT DVILT COLOR	INTUL PYMI SOLN INTUITPMTS CCD 59746726	524771997335526	4 11	2	524771997335526	1	111 21940495					
опіс рапкіпд	Date De	6/25 IN		52	6/29 I N		52	6/30 INI		52	Total	1010		
onic		G	5		Ô			ũ	5		F			

Purchases ATM card and

Date	Description/Location	Reference	
6/1	BRIAN'SCON DOWNEY CA DOWNEY CA 36599141	73366863	\$ Annount \$ 6.00
6/1	SQ *YOSHIS COALINGA CA COALINGA CA	73366861	0.00
6/1	CANVA* 030 CAMDEN DE CAMDEN DE	72538357	12.95
6/1	SQ *YOSHIS PARLIER CA PARLIER CA 36599141	73366862	25.00
6/1	ADT SECURI WWW.ADT.COM FL WWWADT.COM FL 36590141	2538356	47.99
6/2	LYFT *1 SAN FRANCISC CA SAN FRANCISC CA 36599141	70928413	24.96
6/3	INTUIT * CL.INTUIT.CO CA CL.INTUIT.CO CA 36599141	71706119	1.58
6/3	UBER EAT 8005928996 CA 8005928996 CA 36599141	71706117	4.00
6/3	UBER TRI 8005928996 CA 8005928996 CA 36599141	71706116	5.00
6/3	UBCC 111 UBCC 111 36500111	71706115	15.05
6/3	UBER EAT 8005928996 CA 8005928996 CA	71706118	18.45
6/4	UBER TRI 8005928996 CA 8005928996 CA	72393110	27.31
6/7	INTUIT 18 004INTUI MOUNTAIN VIEW CA	70166775	199.00
6/28	00000141 IN JH TAC CA 36599141	70565802	175.39
6/29	CANVA* 031 CAMDEN DE CAMDEN DE	70940596	12.95
6/29	CANVA* 030 CAMDEN DE CAMDEN DE 36599141	70940607	12.99
6/29	COCKETLAW 8778810947 CA 8778810947 CA 36599141	70940595	39.99
6/29	Adobe Park Avenue,345 San Jose CA 36500141	70638666	14.99
6/29	10 RENTAF CA 36599141	70685741	965.39
Total			\$ 1,617.99
ling fees and adjustments	adjustments		
Date	Description/Location	Reference	Amount
0/0 6/14		99521851	\$ 33.00

Other Withdrawals includir

IOIAL OVERDRAFT ITEM PAID FEES CONTINUED OVERDRAFT FEE 6/14

33.00 7.00

Page 3 of 3 **Statement Number:** 05/29/21 - 06/30/21

r2

Other Withdrawals including fees and adjustments

	Amount	2.00	200.2	2.00	200.2	33.00	33.00	00 0	\$ 136.00
	Reference					99521278	99520946		
adjustments	Description/Location	CONTINUED OVERDRAFT FEE	CONTINUED OVERDRAFT FEE	CONTINUED OVERDRAFT FEE	CONTINUED OVERDRAFT FEE	TOTAL OVERDRAFT ITEM RETURNED FEES	TOTAL OVERDRAFT ITEM RETURNED FEES	ADDITIONAL CASH DEPOSITED FEE	
nciuaing rees and adjustments	Date	6/15	6/16	6/17	6/18	6/23	6/28	6/30	Total

UnionBank		ATEMENT · ACCOUNTS ^{dd bank}		Page 1 of 2 Statement Number: u 05/01/21 - 05/28/21	
	COALING P.O. BO PHOENIX	NGA 0390 BOX 60368 IIX	AZ 85082-0368	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	
	COAL 265 W	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	R OF COMMERCE	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Ð
				Thank you for banking with us since 1987	
Business Value Checking Summary	ing Summ	ary		Account Number:	
	Balance on 5/1 Additions Subtractions Othe Balance on 5/28	n 5/1 \$	-1,200.00 -2,133.38 -33.00	2,838.91 1,200.16 -3,366.38 672.69	
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Statement / le of \$14.00	Statement Average Ledger Balance e of \$14.00 per month is currently w	vaived.	1,310.76	
	Date 5/3 5/24 Total	Description/Location POSCRar&MC EASY SAVINGS REB REVERSAL OF CHECK # 110231721	Y SAVINGS REB FCK # 110231721	Reference Am 73032921 \$ 99545339 1,20 5 1,20	Amount 0.16 1,200.00 1,200.16
Checks	Number 231721	Date Reference 5/21 75020328	<i>Amount</i> 1,200.00	Number Date Reference Am	Amount
Purchases ATM card and Debit card TM 5/3 5/3 5/3 5/3 5/3	ebit card ^m p 5/3 5/3 5/3 5/3 5/3	purchases Description/Location IN N OUT B CLOVIS CA CLOVIS CA 36599141 FATTE ALBE 8887072469 CA 88870 36599141 CKE*THE SA 559-2834188 CA 559-2839141 S6599141 S6599141 SAVE MART# 275 E FOREST AV CC 36599141 SAVE MART# 275 E FOREST AV CC 36599141	ases Description/Location IN N OUT B CLOVIS CA CLOVIS CA 36599141 FATTE ALBE 8887072469 CA 8887072469 CA 36599141 CKE*THE SA 559-2834188 CA 559-2834188 CA 36599141 CHEVRON 02 COALINGA CA COALINGA CA 36599141 RODEO COFF CLOVIS CA CLOVIS CA 36599141 SAVE MART# 275 E FOREST AV COALINGA CA 36599141	Reference Ar 73032917 \$ 73032916 73032920 73032919 72125904	Amount 17.98 26.74 41.65 45.00 95.00 33.15 33.15

Page 2 of 2 Statement Number: 05/01/21 - 05/28/21

Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Reference	Amount
5/4	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	73579750	49.00
5/4	00039141 INT*QUICKB 800-446-8848 CA 800-446-8848 CA 365001/11	73579746	150.00
5/5	TRES AGAVE COALINGA CA COALINGA CA	70414869	3.27
5/5	KFC L22700 COALINGA CA COALINGA CA	70414871	9.13
5/7	SQ *THE CU HANFORD CA HANFORD CA 36599141	71906389	4.38
5/10	SAMUSTAL SAMUSAI SU HANFORD CA HANFORD CA 36503111	70237059	30.00
5/10	APPLEBEES HANFORD CA HANFORD CA	73244815	70.93
5/10	COACH INC 3821 PISMO BEACH CA	72806833	676.67
5/11	CASH APP*P 4153753176 CA 4153753176 CA 36599141	70866852	1.00
5/12	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	71570648	14.99
5/13	FATTE ALBE 8887072469 CA 8887072469 CA 3650141	72265082	39.43
5/13	CHEVITAL CHEVITAL 3650111	72265087	40.00
5/14	20233141 ROCKETLAW 8778810947 CA 8778810947 CA 36599141	72983348	39.99
5/14	L2000 LAW 8773214144 MI 8773214144 MI 36500141	72983347	377.00
5/14	SAVE MART# 275 E FOREST AV COALINGA CA 36509141	73261841	60.34
5/17	NEW CHINA COALINGA CA COALINGA CA	70425325	10.00
5/17	ADOBE INC 8008336687 CA 8008336687 CA	71281774	14.99
5/17	NEW CHINA COALINGA CA COALINGA CA	71281773	23.20
5/17	CKE*SASHIM CLOVIS CA CLOVIS CA	71281770	39.51
5/17	WESTWOODS FRESNO CA FRESNO CA 36599141	71281772	90.00
5/19	CHEVRON 02 COALINGA CA COALINGA CA	72640694	38.68
5/19	ELBOW ROOM FRESNO CA FRESNO CA 36599141	72640693	91.35
Total		\$	2,133.38
uding fees and adjustments	adjustments		
Date		Reference	Amount
47/C	I UIAL OVERDRAFT ITEM RETURNED FEES	99520907 \$	33.00

Other Withdrawals includ

🚺 UnionBank	Ø 0		TEMENT ACCOUNTS		H 9 8	Page 1 of 2 Statement Number: 04/01/21 - 04/30/21	imber: - 30/21	
	UNION COALIN P.O. E PHOENI	BAN IGA SOX	390 3368	AZ 85082-0368		Telephone Banking For 24-hour Automated Di 800-238-4486 800-826-7345(TDD) Representatives are avails Monday through Saturday	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	vice
	COA 2651 COA	LINGA / N. ELM / LINGA (COALINGA AREA CHAMBEI 265 W. ELM AVE COALINGA CA 93210-1709	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709		To open additiona or apply for loans, banking office at 5 You may also acce at unionbank.com	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	online
	-				ν	hank you for ince 1987	Thank you for banking with us since 1987	
Business Value Chec	necking Summary	nary					Account Number:	nber:
Days in statement period: 30 Pa A	I: 30 Balance on 4/1 Additions Subtractions Balance on 4/30		Checks Checks Payments Purchavals	۵ ۵	8,790.08 1,780.00 -7,731.17 -4,150.90 -2,673.00 -867.27 -40.00 2,838.91	00 17 1 7		
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Statemen arge of \$14.0	t Average 0 per mc	Statement Average Ledger Balance e of \$14.00 per month is currently w	e vaived.	3,964.83	83		
	Date 4/8	OF	Description/Location OFFICE DEPOSIT # 0000626205	n # 0000626205			Reference 77305632 \$	Amount 1,780.00
Checks	Number 231719 Total	Date 4/2	Reference 76591689	Amount 400.00	<u>231</u>	Number Date 231720 4/1	Reference 08286626 \$	Amount 3,750.90 4,150.90
Payments online and electronic banking Date 4/7 4/13 Total	ctronic banking Date 4/7 4/13 Total		<i>scription/Locatior</i> PLECARD GSB <i>i</i> treo Insuranc Pa	Description/Location APPLECARD GSBANK PAYMENT WEB 2199276 Vantreo Insuranc Payment CCD 380159490	/EB 2199276 159490	Reference 51124946 56620708	ω	Amount 150.00 2,523.00 2,673.00
Purchases ATM card and	and Debit card TM purchases Date Desc 4/5 INTL 4/5 INT* 365(4/12 ADC	<i>purchase</i> De: 1NT 365 365 1NT 365 AD	ases Description/Location INTUIT *PA 888-537 36599141 INT*QUICKB 800-44 36599141 ADOBE ACRO 4085	ases Description/Location INTUIT *PA 888-537-7794 CA 36599141 INT*QUICKB 800-446-8848 CA 800-446-8848 CA 36599141 ADOBE ACRO 4085366000 CA 4085366000 CA	37-7794 CA 446-8848 CA 5366000 CA	Reference 71498668 72303574 73425847	φ.	Amount 49.00 150.00 14.99

Page 2 of 2 **Statement Number:** _ *,* 04/01/21 - 04/30/21

Purchases ATM card and Debit cardTM purchases

	partiases	
Date	Description/Location	Reference
	36599141	JUNOUVA
4/12	EL MICHOAC COALINGA CA COALINGA CA	72531016 65.40
4/14		
F	NUCKETLAW 8//881094/ CA 8778810947 CA 36599141	70859346 39.99
4/15	Adobe Park Avenue, 345 San Jose CA	71607495 14 99
	36599141	
4/15	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	71856525 18.01
4/16	NORTON *AP MOUNTAIN VIE CA MOUNTAIN VIE	72401122 124 99
	CA 36599141	
4/19	STARBUCKS COALINGA CA COALINGA CA 36599141	70700449 9.70
4/19	EL MICHOAC COALINGA CA COALINGA CA	70700448 35.98
4/22	EL MICHOAC COALINGA CA COALINGA CA	72661099
	36599141	
4/23	CASH APP*N 877-417-4551 SC 877-417-4551 SC 36599141	73366325 15.00
4/26	MAXS BISTR FRESNO CA FRESNO CA	70775802 111.22
4/26	PEACH STAT 390 W SHAW AVE CLOVIS CA	-
	36599141	36.00
4/27	CKE*BENADD 559-3746082 CA 559-3746082 CA 36500141	72273332 9.18
4/27	# FRESNO CA FRESNO CA	73723330
		16.00
4/27	CKE*BENADD 559-3746082 CA 559-3746082 CA 7 36599141	72273331 54.74
4/29	30 CAMDEN DE CAMDEN DE	73662525 12 95
4/29		
	ADT.COM FL	/3662524 47.99
001	36599141	
4/29	SAVE MART# 275 E FOREST AV COALINGA CA 7 36599141	73771892 11.97
Total		
		\$ 867.27
Date	Description/Location	

ATM withdrawals

.

Amount \$ 40.00
Reference 71714897
Description/Location UNION BANK 190 W DURIAN ST COALINGA CA 36599141
Date De 4/15 UN 36

UnionBank	8 Т.А 0 F	ltement Accounts		Page 1 of 3 Statement 02/27/21 - (Page 1 of 3 Statement Number: (02/27/21 - 03/31/21	
	UNION BANK COALINGA 0 P.O. BOX 6 PHOENIX	BANK GA 0390 OX 60368 X AZ	85082-0368	Telephone Ba For 24-hour Au 800-238-4486 800-826-7345i Representative Monday throug	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	rvice
	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	DF COMMERCE	To open or apply banking You may at union	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	nt online
•	_			Thank you since 1987	Thank you for banking with us since 1987	
Business Value Checking Summary	Summar	×			Account Number:	mber:
Days in statement period: 33 Bal Sur	33 Balance on 2/27 Additions Subtractions (127 \$ Checks Payments Purchases Other Withdrawals	-4,500.00 -526.23 -2,561.91	-459.33 16,870.55 -7,621.14		
Ba	Balance on 3/31	/31 \$		8,790.08		
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	atement Ave f \$14.00 pe	Statement Average Ledger Balance e of \$14.00 per month is currently wai	ved.	2,798.03		
Additions						
	Date 3/4	Description/Location INTUIT PYMT SOLN DEPOSIT CCD 524771997335526	EPOSIT CCD 52477	1997335526	Reference 58364751 \$	Amount 220.00
	3/5 3/9	OVERDRAFT ITEM RETURNED REAL TIME PAYMENT CREDIT FROM VENMO	ETURNED CREDIT FROM VFN	CM		7.73
	3/10		PD *********1814		54144388	0.42
	3/11 3/11	OFFICE DEPOSIT # 0000229737	00229737 00229737		54144389 75757866	0.84 2,205.00
	3/12	INTUIT PYMA SOLU DEPOSIT CCD 524771997335526 INTUIT PYMA SOLU DEPOSIT CCD 524771997335526 DEFICE DEPOSIT # AMMERICA	EPOSIT CCD 52477	MU 1997335526	56358425	663.30 100.00
, c, r	3/15	REAL TIME PAYMENT CREDIT FROM VENMO	CREDIT FROM VEN	MO	65601377	4,124.00 386.10
, eo eo	3/15 3/18 3/18	POSCRAME FAN SOLN DEFUSIL CCD 524/ Square inc 210315P2 PPD ********2310 POSCRAMC FASY SAVINGS RER	EFUSIL CUU 324/7 PPD ********2310 WINGS RER	920020	57986972 57986972 70007335	165.00 2,106.71 5.00
ით ი ო н	3/18 3/30	POSCRarMC EASY SAVINGS REB OFFICE DEPOSIT # 0000506266	VINGS REB 000506266		70907233 77319597	5.29 5.29 6,000.00
-	lotal				Ģ	16,870.55
	<u>Number Da</u> 231718 <u>3</u> /	Date Reference 3/18 07532246	Amount 4,500.00	Number	Date Reference	Amount

-

Payments online and electronic banking

Description/Location
524771997335526
INTUIT PYMT SOLN INTUITPMTS CCD 52571480 524771997335526
VENMO VERIFYBAN WEB 5405891816 VENMO VERIFYBAN WEB 5405891818
INTUIT PYMT SOLN TRAN FEE CCD 524771997335526
INTUIT PYMT SOLN 524771997335526
APPLECARD GSBANK PAYMENT WEB 2199276
APPLECARD GSBANK PAYMENT WEB 2199276

Purchases ATM card and Debit cardTM purchases Date Desc

Date	Description/Location		
3/0		Keference	Amount
5	36599141	72810225 \$	89.98
3/11	INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141	70040994	49.00
3/11	SWANK MOTI 8008765445 MO 8008765445 MO 36599141	70040991	395.00
3/11	COSTCO WHS E #12 HANFORD CA 36500111	70246107	214.56
3/12	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	70702715	14.99
3/12	* 800-446-8848 CA 800-446-8848 CA 36599141	70702712	150.00
3/15	ROCKETLAW 8778810947 CA 8778810947 CA 36599141	72748909	39.99
3/15	ADT SECURI WWW.ADT.COM FL WWW.ADT.COM FL 36503141	71905951	47.99
3/15	BEST WESTE COALINGA CA COALINGA CA 36599141	72748910	126.38
3/15	BEST WESTE COALINGA CA COALINGA CA 36599141	72748911	132.19
3/15	DOLLAR TRE 201 W POLK ST COALINGA CA 36599141	72903946	6.54
3/15	Adobe Park Avenue,345 San Jose CA 36599141	72334940	14.99
3/17	CANVA* 029 8778877815 DE 8778877815 DE 36599141	70150930	12.95
3/19	CASH APP*F 4153753176 CA 4153753176 CA 36599141	71658985	100.00
3/19	ATT*BILL P 800-288-2020 TX 800-288-2020 TX 36599141	71658983	475.31
3/22	CASH APP*T 4153753176 CA 4153753176 CA 36599141	70131609	40.00
3/24	8887999666 CA 8887999666 CA	71359131	549.90
3/29	CANVA* 030 8778877815 DE 8778877815 DE 36599141	71094353	12.95
3/29	ADT SECURI WWW.ADT.COM FL WWW.ADT.COM FL 36599141	71094354	47.99

Page 3 of 3 Statement Number: 02/27/21 - 03/31/21

Purchases ATM card and Debit cardTM purchases

	Amount	41.20	\$ 2,561.91
	Reference	72430411	
urcnases	Description/Location	VENMO 8558124430 NY 8558124430 NY 36599141	
CIIDASES ALIMI CALU ALIA DEDILI CARD PUTCHASES	Date	3/31	Total

Other Withdrawals including fees and adjustments

Amoriat	33.00
	φ
Rafaranca	99520957
Description/Location	TOTAL OVERDRAFT ITEM RETURNED FEES
Date	3/5

UnionBank	state Of ac	ment Count	ത		5 8 5	Page 1 of 3 Statement Number: 01/30/21 - 02/26/21	umber: 26/21	ı	
	UNION BANK COALINGA 0 P.O. BOX 6 PHOENIX	ЧК 0390 60368	AZ 850	5082-0368	₽ Y 8 8 X ¥	Telephone Banking For 24-hour Automat 800-238-4486 800-826-7345(TDD) Representatives are Monday through Sati	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	irect Servic able	ø
	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	ER OF CO	IMMERCE	si at Q Bo Q	To open additional or apply for loans, banking office at 5 You may also acce at unionbank.com Thank you for ban since 1987	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com Thank you for banking with us since 1987	its, ir 1661 account o h us	iline
■ Business Value Checking \$	■ ecking Summary						Account Number:	mber:	
Davs in statement period: 28									
	113	0 \$	`r	-324.90 -1,605.75 -200.00	- 36.55 1,707.87 -2,130.65 - 459.33				
Statem Additions	ent Average I	Statement Average Ledger Balance			183.45				
		Description/Location	uo				Reference		Amount
	0 -	UB SAVINGS TRANSFER 210201 XXXXX3938 0102 ATM DEPOSIT ATM DEPOSIT POSCRarkMC EASY SAVINGS REB MOBILE DEPOSIT # 9414714517 OVERDRAFT ITEM RETURNED	ANSFER 2 (SY SAVIN T # 941471 M RETURI	10201 XXX) GS REB 4517 VED	XX3938 01	22	60326314 80047064 80047082 70252179 78516395 99545718	<i>м</i>	36.55 36.55 1,200.00 100.00 0.32 225.00 146.00
Payments online and electronic banking								A	1,/0/.8/
Dat	9	Description/Location	ion ANSEED		00007777	Reference		e	Amount
46.4	9 0)	DE SAVINGS I RANSFER Z I UZUZ XXXXX393 0102 APPLECARD GSBANK PAYMENT WEB 2199276	BANK PAY	Z IUZUZ XX MENT WEB	xxxx3938	60331158 50184694		A 64	1/8.90 146.00 324.90
Purchases ATM card and Debit card TM purchases	ard [™] purchasi	es							
5	<u>Date De</u> 2/2 DC	Description/Location DOLLAR TRE 201 W POLK ST COALINGA CA	on W POLK	ST COALIN	GA CA	Reference 73098594		Ф	Amount 24.17
2/3		36599141 PLAYSTATIO 800-345-7669 CA 800-345-7669 CA	-345-7669	CA 800-345	-7669 CA	73506011			19.99
2/3		36599141 DNH*GODADD 480-5058855 AZ 480-5058855 AZ 36599141	80-505885	5 AZ 480-50)58855 AZ	73506013			28.16

¢.

Page 2 of 3 **Statement Number:** 01/30/21 - 02/26/21

Purchases ATM card and Debit cardTM purchases

Date	Description/I ocation		
2/3	INTUIT *PA 888-537-7794 CA 888-537 7704 CA	Reference	Amount
çç		01000001	49.00
213	MICROSOFT* MSBILL.INFO WA MSBILL.INFO WA	73506014	66.99
2/3	36599141 VENMO 8558124430 NY 8558124430 NV	10100010	
2/4	36599141 BICOS PIRE COALINION 22 0000124430101	/ 3506012	72.10
1	36599141	70270587	10.45
2/4	INT*QUICKB 800-446-8848 CA 800-446-8848 CA 36599141	70270586	150.00
2/5	VENMO 8558124430 NY 8558124430 NY	71037149	51.50
2/8	PANDA EXPR FRESNO CA FRESNO CA 36599141	72923236	8.00
2/8	CONVENTION 029 8778877815 DE 8778877815 DE 36500141	72923235	12.95
2/8	ADT SECURI WWW.ADT.COM FL WWW.ADT.COM FL	72147172	47.99
2/8	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	71732549	70.40
2/9	SUSHI TABL 155 W HANFORD A LEMOORE CA 36599141	73834744	8.57
2/11	TRES AGAVE COALINGA CA COALINGA CA	70888485	4.32
2/11	PLAYSTATIO SAN MATEO CA SAN MATEO CA 3650141	70888486	6.6 6
2/11	CASH APP*B 4153753176 CA 4153753176 CA 36599141	70888484	15.00
2/11	PLAYSTATIO 800-345-7669 CA 800-345-7669 CA 36599141	70888483	54.99
2/11	ZAYTOONA HANFORD CA HANFORD CA 36599141	70888482	62.00
2/12	NEW CHINA COALINGA CA COALINGA CA 36599141	71538074	8.33
2/12	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	71538075	14.99
2/12	VENMO 8558124430 NY 8558124430 NY 36599141	71538073	15.45
2/12	JAC COALINGA CA COALINGA CA	71538072	17.29
2/12	WHS E #00 FRESNO CA	71849050	5.48
2/16	VC 8008336687 CA 8008336687 CA	70293582	14.99
2/16	JAC COALINGA CA COALINGA CA	72760088	23.28
2/16	-AW 8778810947 CA 8778810947 CA	73556739	39.99
2/16	JADD 4805058855 AZ 4805058855 AZ	72760090	623.64
2/16	RT# 275 E FOREST AV COALINGA CA	72811337	72.74
lotal		\$	1,605.75

Page 3 of 3 Statement Number: Ju 01/30/21 - 02/26/21

.

· A.

Other Withdrawals including fees and adjustments

scription/Location	Reference		Amount
ITAL OVERDRAFT ITEM PAID FEES	99520859	ŝ	66.00
02/12, you had 2 Debit Card Authorization(s) for a total of		•)
45.92 which reduced your balance available to cover checks and			
her debits.			
DTAL OVERDRAFT ITEM RETURNED FEES	99522346		33.00
JTAL OVERDRAFT ITEM PAID FEES	99522345		66.00
DNTINUED OVERDRAFT FEE			7 00
DNTINUED OVERDRAFT FEE			200.7
DNTINUED OVERDRAFT FEE			200.7
DNTINUED OVERDRAFT FEE			00.7
DNTINUED OVERDRAFT FEE			200.7
			200.00
		•	>>>>
	Description/Location TOTAL OVERDRAFT ITEM PAID FEES On 02/12, you had 2 Debit Card Authorization(s) for a total of \$645.92 which reduced your balance available to cover checks and other debits. TOTAL OVERDRAFT ITEM RETURNED FEES TOTAL OVERDRAFT ITEM PAID FEES CONTINUED OVERDRAFT FEE CONTINUED OVERDRAFT FEE	TFEM PAID FEES 2 Debit Card Authorization(s) for a total of ed your balance available to cover checks and TFEM RETURNED FEES TTEM PAID FEES TTEM PAID FEES TAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE	TFEM PAID FEES 2 Debit Card Authorization(s) for a total of ed your balance available to cover checks and TFEM RETURNED FEES TTEM PAID FEES DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE DRAFT FEE

🚺 UnionBank	w 0	atement accoun	T Ø	Page 1 of 2 Statement 01/01/21 - 0	Page 1 of 2 Statement Number 01/01/21 - 01/29/21	!
	UNION COALII P.O. 7 PHOEN	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX	AZ 85082-0368	Telep h For 24 800-23 Repres Monda	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	Service
	COA 2651 COA	COALINGA AREA CHAMBI 265 W. ELM AVE COALINGA CA 93210-1709	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	To open ac or apply foi banking off You may al at unionbai Thank you since 1987	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com Thank you for banking with us since 1987	1 ount online
	■ To er asso state you fi	nsure we're meeting c ciated with our produ ment as it outlines im or being a Union Ban	To ensure we're meeting our clients' needs, we routinely review and update the Terms and Conditions associated with our products and services. Please take a minute to read the enclosure included with this statement as it outlines important changes that may affect your account, effective January 21, 2021. Thank you for being a Union Bank Small Business client.	ily review and e a minute to i ffect your acco	update the Terms and ead the enclosure incl ount, effective January	Conditions Jded with this 21, 2021. Thank
Business Value Checking Summary	ecking Sum	mary			Account Number: '	
Days in statement period: 29 Bals Addi Sub	od: 29 Balance on 1/1 Additions Subtractions	Payments Purchases ther Withdrawals	\$ -7; -342.62 -134.00	39.35 645.00 -720.90		
	Balance on 1/29 Statement Averaç	Balance on 1/29 \$		-36.55 -15.67		
Additions	Date	Description/Location	ation		Reference	Amount
Payments online and el	1/4 1/5 1/11 1/26 Total lectronic banking		UB SAVINGS TRANSFER 210104 XXXXX3938 0102 UB SAVINGS TRANSFER 210105 XXXXX3938 0102 UB SAVINGS TRANSFER 210111 XXXXX3938 0102 ATM DEPOSIT	(3938 0102 (3938 0102 (3938 0102 (3938 0102	60044343 \$ 60058696 60111442 80754428	300.00 150.00 50.00 145.00 645.00
Date Desc 1/6 ATT Purchases ATM card and Debit card [™] purchases	Date 1/6 nd Debit card [™]	Description/Location ATT Payment TEL 92 purchases	Description/Location ATT Payment TEL 921246003EVR1N ases	534 534	Reference 53494126 \$	Amount 244.28
	Date 1/4	Description/Location INT*QUICKB 800-44 36599141	Description/Location INT*QUICKB 800-446-8848 CA 800-446-8848 CA 36599141		Reference 70103868 \$	Amount 150.00
	1/4	SAVE MART# 2 36599141 SAVE MART# 2 36500144	SAVE MART# 275 E FOREST AV COALINGA CA 36599141 SAVE MART# 275 E FOREST AV COALINGA CA		72304760 72885147	3.99 9.64
	1/5	36599141 36599141	00000141 INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141		70770131	49.00

Page 2 of 2 **Statement Number:** 01/01/21 - 01/29/21

Purchases ATM card and Debit cardTM purchases

Date	Description/Location		
		Kererence Amount	nť
1/6	FITNESS LA 5598218400 CA 5598218400 CA	71433650 10 00	
	36599141		S
1/11	FITNESS LA 5598218400 CA 5598218400 CA	70769774	ç
	36599141		2
1/12	CANVA* 029 8778877815 DE 8778877815 DE	71361200	ç
	36599141	00.1	2
1/12	ADOBE ACRO 4085366000 CA 4085366000 CA	71361300	ç
	36599141	14.99	מ
1/14	ROCKETLAW 8778810947 CA 8778810947 CA	72596827	c
	36599141	20.00	Ŋ
1/15	Adobe Park Avenue,345 San Jose CA	73295764	c
	36599141		ກ
1/15	LEMOORE GR 1160 N LEMOORE LEMOORE CA	73598566	ç
	36599141		N
1/19	SAVE MART# 275 E FOREST AV COALINGA CA	73737164	6
	36599141	23.30	5
Total			
		\$ 342.62	N
including fees and adjustments	adjustments		

Other Withdrawals including fees and adjustmer

Amount	66.00	33.00	7.00	7.00	200	00.7	00.7	134.00
	\$							\$
Reference	99521050	99522152						
Description/Location	TOTAL OVERDRAFT ITEM PAID FEES	CONTINUED OVERDRAFT ITEM PAID FEES			CONTINUED OVERDRAFT FEE	CONTINUED OVERDRAFT FEE	CONTINUED OVERDRAFT FEE	
Date	1/19	1/20	1211	1011	07/1	1/26	1/27	Total

Page 1 of 3 Statement Number:	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com Thank you for banking with us	Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Specialist at 1-877-827-6232, Monday - Friday 9:00 a.m. to 5:00 p.m. Pacific Time (excluding federal holidays).	Account Number: W	702.94 2,505.66 -1,478.82 -435.38 -1,255.05 39.35	398.93	Reference Amount	632554523 59254523 63393568 63365916 63465916 63563788 63560845 63560845 6356388 63583954 63658314	\$ 2,505.66 Number Date Reference Amount	ReferenceAmountNFFFC.D59262983\$1.27
ATEMENT ACCOUNTS	N BANK INGA 0390 BOX 60368 AZ 85082-0368 NIX AZ 85082-0368	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	Did you know Union Bank offers same-busines Business Specialist at 1-877-827-6232, Monda federal holidays).	lary	\$ Checks Payments Purchases	Statement Average Ledger Balance e of \$14.00 per month is currently waived.	Description/Location	SFER SFER SFER SFER SFER SFER SFER	Date Reference Amount 12/7 07523612 1,478.82	Description/Location INTILIT PYMT SOLN TPAN
STA UnionBank OF	UNION BA COALINGA P.O. BOX PHOENIX	COAL 265 W COAL	 Did you Busine, federal 	Business Value Checking Summary	Days in statement period: 31 Balance on 12/1 Additions Subtractions Balance on 12/31	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Date	12/1 12/4 12/4 12/11 12/21 12/23 12/23 12/23 12/23	Checks Number 231713	Payments online and electronic banking Date 12/1

ŝ,

 χ^{1}_{α}

Page 2 of 3 **Statement Number:** 12/01/20 - 12/31/20

.

Payments online and electronic banking

,	Amount	150 50	00.00	70.00	00.0	204.52		\$ 435.38
Deference	I VEIEI EI ICE	55250014		56662969		51707798		
Description/Location		PAYRULL IAX CCD 1173583		ALL CONTR CODAIN PAIMEN I WEB 21992/6	ATT Davimont TEL 803 JEDOCOL VICE	ALL ADDITION LET 030402002EVAIO		
Date	107	1171	12/8		12/14		otal	

Purchases ATM card and Debit cardTM purchas

Debit card TM purchases	urchases		
Date	Description/Location	Reference	Amount
12/1	STATE FOOD 203 W POLK ST COALINGA CA	71356184 \$	
12/3	36599141 VENMO 8558124430 NY 8558124430 NY	72500320	
12/3	36599141 INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36500111	72500319	39.00
12/3	SAVE MART# 275 E FOREST AV COALINGA CA	72803012	30.93
12/4	INT*0015KB 800-446-8848 CA 800-446-8848 CA 36509141	7322780	150.00
12/7	VENMO 8558124430 NY 8558124430 NY 36599141	71457008	2.83
12/7	VENMO 8558124430 NY 8558124430 NY 36599141	71457007	8.24
12/7	STARBUCKS COALINGA CA COALINGA CA 36599141	71457005	9.90
12/7	CAMPUS DRI COALINGA CA COALINGA CA 36593141	70605878	10.28
12/7	VENMO 8558124430 NY 8558124430 NY	71457006	13.39
12/7	20399141 VENMO 8558124430 NY 8558124430 NY	71457009	49.96
12/7	36599141 MCDONALD'S 396 W ELM AVE COALINGA CA	73716113	29.92
12/14	36599141 VENMO 8558124430 NY 8558124430 NY 36500144	72263024	13.39
12/14	ADOBE ACRO 4085366000 CA 4085366000 CA 36690141	71455562	14.99
12/14	20203171 ROCKETLAW 8778810947 CA 8778810947 CA 36599141	72263023	39.99
12/15	VENMO 8558124430 NY 8558124430 NY 36599141	72908420	18.54
12/15	VENMO 8558124430 NY 8558124430 NY 36599141	72908423	20.60
12/15	Adobe Park Avenue,345 San Jose CA 36599141	72958108	14.99
12/17	VENMO 8558124430 NY 8558124430 NY 36599141	70389600	35.02
12/18	VENMO 8558124430 NY 8558124430 NY 36599141	71116461	13.39
12/21	CANVA* 029 8778877815 DE 8778877815 DE 36599141	72369697	3.00
12/21	SQ *PICTUR HANFORD CA HANFORD CA 36599141	73206090	106.80
12/21	COSTCO WHS E #12 HANFORD CA 36599141	72551096	42.89
12/21	GROCERY OU 1313 CANYON CRE NEWMAN CA 36599141	71877042	56.40
12/21	WAL-MART # 250 S 12TH AVE HANFORD CA	71754286	145.86

Page 3 of 3 Statement Number: 12/01/20 - 12/31/20

ą.

, 49 Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Reference Amount	tut
	36599141		
12/23	NEW HONG K FRESNO CA FRESNO CA	70685225 27.85	.85
12/23	MICHAELS S 204 N. 12TH AVE HANFORD CA	70780349 28 94	94
	36599141		5
12/23	HOT TOPIC 1675 W. LACEY B HANFORD CA	70736861 43.24	24
	36599141		
12/23	SAVE MART# 275 E FOREST AV COALINGA CA	71049053 75.47	47
	36599141		
12/24	AUNTIE ANN HANFORD CA HANFORD CA	71407842 9.01	5
	36599141		
12/24	PAYPAL *CO 4029357733 CA 4029357733 CA	71407841 18.75	75
	36599141		
12/29	ADT SECURI WWW.ADT.COM FL	FL 70141437 47.99	66
	WWW.ADT.COM FL		
	36599141		
12/29	SAVE MART# 275 E FOREST AV COALINGA CA	70415654 11.23	23
	36599141		
12/30	AFTERPAY 855-2896014 DE 855-2896014 DE	70755161 10.51	51
	36599141		
12/30	CANVA* 029 8778877815 DE 8778877815 DE	70755162 12.95	95
	36599141		1
12/30	SAVE MART# 275 E FOREST AV COALINGA CA	70868348 15.07	07
	36599141		
12/30	SAVE MART# 275 E FOREST AV COALINGA CA	70876694 24.99	66
	36599141		
Total		6 4 7EE 0E	ľ
			5

.

Page 1 of 2 Statement Numbe r: 10/31/20 - 11/30/20	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987 ed with excess activity on savings and money market	isure and the Excess Activity Fee. Account Number:	2,744.49 2,695.00 -4,736.55 702.94	1,284.16	Reference Amount 71997335526 54775175 \$ 65.00 76572930 76572930 1,630.00 75817386 1,000.00 75817386 2,695.00	Number Date Reference Amount 231712 11/24 07541016 1,478.82 \$\$ 2,957.66	Reference Amount 199276 52918092 \$ 200.00 199276 52918092 \$ 250.00 E CCD 54773065 2.46 B CCD 5417117 2.33.95 199276 58191176 233.95 199276 58191176 233.95
UnionBank of Accounts	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX AZ 85082-0368	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	Thank you for banking with us since 1987 ■ MUFG Union Bank is suspending penalties associated with excess activity on savings and money market	accounts. Penalties include account conversion or closure and the Excess Activity Fee. Business Value Checking Summary	Days in statement period: 31 Balance on 10/31 \$ Additions Subtractions Checks -2,957.66 Payments -836.41 Purchases -942.48 Balance on 11/30 \$	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Date Description/Location 11/3 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 11/16 OFFICE DEPOSIT 11/23 OFFICE DEPOSIT # 0000869540 Total	Checks Vumber Date Reference Amount 231711 11/2 08282604 1,478.84 Total Pavments online and electronic hanking	Date Description/Location Date Description/Location 11/2 APPLECARD GSBANK PAYMENT WEB 2199276 11/2 APPLECARD GSBANK PAYMENT WEB 2199276 11/3 INTULIT PYMT 524771997335526 11/13 ATT Payment TEL 440396004EVR1K 11/13 APPLECARD GSBANK PAYMENT WEB 2199276 11/13 ATT Payment TEL 440396004EVR1K 11/130 APPLECARD GSBANK PAYMENT WEB 2199276

Page 2 of 2 Statement Number: 10/31/20 - 11/30/20

J TM purchases	
ses ATM card and Debit card TM	
ATM card a	
Purchases	

	puicitases		
Date	Description/Location	Reference	Amount
11/3	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	72242513 \$	39.00
	36599141		
11/4	INT*QUICKB 800-446-8848 CA 800-446-8848 CA	72899628	150.00
04144	30599141		
71/11	AUUBE ACRO 4085366000 CA 4085366000 CA	70316122	14.99
(36599141		
11/16	ROCKETLAW 8778810947 CA 8778810947 CA	72201217	39.99
	36599141		
11/16	Adobe Park Avenue,345 San Jose CA 36500141	71984115	14.99
0777			
81/11	CKE*THE SA COALINGA CA COALINGA CA 36599141	70368541	22.25
00/ 7 7			
07/11	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	72000986	104.46
11/23	STARBUCKS COALINGA CA COALINGA CA	72907292	8.70
	20299141		
11/23	MCDONALD'S 396 W ELM AVE COALINGA CA	72180144	6.42
	36599141		1
11/23	TARGET T- 6655 Nor Fresno CA	72331005	4173
	36599141		
11/27	NEW HONG K FRESNO CA FRESNO CA	71840157	76.05
	36599141		66.62
11/27	ROYAL LIQU 270 W ELM AVE COALINGA CA	71640247	07 40
	36599141		01.00
11/30	CANVA* 028 8778877815 DE 8778877815 DE	70324243	12.95
	36599141		
11/30	HARRIS RAN COALINGA CA COALINGA CA 36599141	73399773	35.90
11/30	ADT SECURI WWW ADTCOM EI	110000	i i
	ADT.COM FL	10044244	41.99
	36599141		
11/30	WALGREENS 265 W FO COALINGA CA	70498594	AC AC
	36599141	-)))))	07.44
11/30	SAVE MART# 275 E FOREST AV COALINGA CA	70669135	73 17
	36599141		11.01
11/30	LOWE'S #22 1955 W LACEY BL HANFORD CA	73579860	99.40
	36599141		
11/30	IARGET T- 140 N 12 Hanford CA	73563998	127.15
	30399141		
lotal		\$	942.48

UnionBank	8 Т A 0 F	TEMENT Accounts		Page 1 of 2 Statement Number: 10/01/20 - 10/30/20	
	UNION I COALING PO BOX LOS ANG	3ANK 3A 0390 512380 3ELES	CA 90051-0380	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	Service
	COALIN 265 W. E COALIN	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	OF COMMERCE	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online	1 count online
				at unionbank.com Thank you for banking with us since 1987	
•	The Depc Fee Sche Guide.	ssited Item Returned F adule, Business Deposi	ee is \$9.00 effective Janu it and Treasury Managem	The Deposited Item Returned Fee is \$9.00 effective January 1, 2021. Please refer to the Business Deposit Fee Schedule, Business Deposit and Treasury Management Fee Schedule or applicable Business Product Guide.	ısiness Deposit ısiness Product
Business Value Checking	Summary	х		Accourt	Account Number:
Days in statement period: 30 Ba Ad	0 Balance on 10/1 Additions Subtractions	\$ 1/0	7 ~ 7	4,992.88 1,113.00 3.361.30	
		Checks Payments Purchases	-1,478.82 -1,473.25 -409.32		
i ö	itement Ave	Statement Average Ledger Balance	ο Ο	2,744.49 3,363.78	
ly service ch	if \$14.00 pe	arge of \$14.00 per month is currently waived.	aived.		
Additions	<i>Date</i> 10/30	Description/Location OFFICE DEPOSIT		Reference 75805584 \$	Amount 1,113.00
Checks		Date Reference	Amorint	Deta	
2	1 I		1,478.82	vuriber Date Kelerence	Amount
ay menus unine and electronic panking Date	c banking Date	Description/Location		Reference	Amount
	10/7 10/16 10/19	THE HARTFORD NTCLB Payroll Tax CCD 1173583 APPLECARD GSBANK P	THE HARTFORD NTCLBIIVRC CCD 11994356 Payroll Tax CCD 1173583 APPLECARD GSBANK PAYMENT WER 219921	6 59389544 \$ 58382607 776 5930623	418.80 79.79
	10/19 10/28 Total	IRS USATAXPYMT C APPLECARD GSBAN	IRS USATAXPYMT CCD 227069366015284 APPLECARD GSBANK PAYMENT WEB 2199276		504.66 504.66 200.00 1,473.25
Purchases ATM card and Debit card TM purchases Date Dest 10/5 INTU	it card™ purc Date 10/5	hases Description/Location INTUIT *PA 888-537- 36599141	ases Description/Location INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141	.A 71811813 \$	Amount 39.00

Page 2 of 2 Statement Number: 10/01/20 - 10/30/20

D 100 1000 01			
Date	Description/Location	Reference	ter i cur
10/5	INT*QUICKB 800-446-8848 CA 800-446-8848 CA 71811812 36599141		150.00
10/13	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	73305507	14.99
10/14	ROCKET LAW 8778810947 CA 8778810947 CA 36599141	70670942	39.99
10/15	Adobe Park Avenue,345 San Jose CA 36599141	71430399	14.99
10/26	NEW HONG K FRESNO CA FRESNO CA 36599141	70041137	24.95
10/26	FATTE ALBE COALINGA CA COALINGA CA 36599141	70828840 2	29.00
10/26	CHEVRON 02 COALINGA CA COALINGA CA 36599141	70041136 3	35.46
10/29	ECURI WWW.ADT.COM F.COMFL	FL 72681441	47.99
10/30	CANVA* 028 8778877815 DE 8778877815 DE 36599141	73344549	12.95
Totol			

Purchases ATM card and Debit cardTM purchases

409.32

\$

Total

🚺 UnionBank	STATEMENT K OF ACCOUNTS		Page 1 of 2 Statement Number: 09/01/20 - 09/30/20
	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES C	CA 90051-0380	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday
	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	OF COMMERCE	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com
_	 Did you know Union Bank offers Business Advisor at 1-866-827- 	s same-business-day merc 6265, Mon-Fri 9:00am to 5	Thank you for banking with us since 1987 Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Advisor at 1-866-827-6265, Mon-Fri 9:00am to 5:00pm P.T.
Business Value Checking	ng Summary		Account Number:
Days in statement period: 30 A A B B B Your monthly service charge	od: 30 Balance on 9/1 \$ Additions Subtractions Checks Payments Payments Purchases Other Withdrawals Balance on 9/30 \$ Statement Average Ledger Balance harge of \$14.00 per month is currently waived.	-1 -16,577.44 -2,006.53 -399.69 -66.00	9,023.94 15,018.60 -19,049.66 4,992.88 6,099.99
Additions	DateDescription/Location9/1INTUIT PYMT SOLN DEPOSIT CCD 89/17REVERSAL OF CHECK # 1102317029/22REVERSAL OF CHECK # 110231702 Total Total	DEPOSIT CCD 524771997335526 CK # 110231702 CK # 110231702	7,501.80 99545525 56123398 \$ 15.00 99545355 7,501.80 99545525 7,501.80 99545525 7,501.80
Checks	Number Date Reference 231702 9/16 06798680 231702* 9/21 06845186 Total * Checks missing in sequence. Out of sequen	Amount 7,501.80 7,501.80 ce check numbers may also be lo	Number Date Reference Amount Number Date Reference Amount 231702 9/16 06798680 7,501.80 231708* 9/2 75060351 95.00 231702* 9/16 06845186 7,501.80 231709 9/14 06816794 1,478.84 * Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.
Payments online and electror	lectronic banking Date Description/Location 9/1 INTUIT PYMT SOLN TRAN F 524771997335526 9/1 APPLECARD GSBANK PAYMENT WEB 9/8 APPLECARD GSBANK PAYMENT WEB 9/8 APPLECARD GSBANK PAYMENT WEB	ЕЕ 21992 21992 21992 21992	Reference Amount CCD 56121409 \$ 0.76 76 55281551 112.19 76 51724244 70.00 76 51724248 100.00 76 51724247 100.00

ŧ

Payments online and electronic banking

Amount	159.60 1,009.34 454.64 \$2,006.53
Reference	56164288 58204353 50519350
Description/Location	Раугоll Tax CCD 1173583 IRS USATAXPYMT CCD 227065966123116 ATT Payment TEL 463757003EVR1E
Date	9/17 9/15 9/16 Total

Purchases ATM card and Debit cardTM purchases

	Amount	\$ 25.75	39.00	150.00	54.03	14.99	39.99	14.99	47.99	12.95	¢ 300.60
	Reference	70434300	71094745	71094748	72078409	73598835	70481552	72368039	FL 72351691	73032403	
irchases	Description/Location	VENMO 8558124430 NY 8558124430 NY 36599141	INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141	INT*QUICKB 800-446-8848 CA 800-446-8848 CA 36599141	IN DATAFL CA 36599141	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	ROCKET LAW 8778810947 CA 8778810947 CA 36599141	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	SECURI WWW.ADT.COM T.COMFL	CANVA* 028 8778877815 DE 8778877815 DE 36599141	
Debit card ^{1M} purchases	Date	9/2	6/3	6/3	9/4	9/14	9/14	9/17	9/29	9/30	Total

Other Withdrawals including fees and adjustments

Amount	33.00	33.00 66.00
	θ	\$
Reference	99521036	99521564
	9/17 TOTAL OVERDRAFT ITEM RETURNED FEES On 09/16, you had 1 Debit Card Authorization(s) for a total of \$14.99 which reduced your balance available to cover checks and other debits.	9/22 TOTAL OVERDRAFT ITEM RETURNED FEES Total

🚺 UnionBank	8 Т А 0 F	TEMENT Accounts		Page 1 of 2 Statement Number: 08/01/20 - 08/31/20	ber: 20	
	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES		CA 90051-0380	Telephone Banking For 24-hour Automated Di 800-238-4486 800-826-7345(TDD) Representatives are avails Monday through Saturday	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	ø
	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	COALINGA AREA CHAMBER 265 W. ELM AVE COALINGA CA 93210-1709	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your acco at unionbank.com	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	nline
-	Did you know	Union Bank offers	Thank you for banking with us since 1987 Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a	Thank you for banking with us since 1987 srchant funding? Learn more by con	nking with us more by contacting	ø
Business Value Checking	· · · · ·				Account Number	ĩ
Days in statement period: 31 B A S	r da l	\$ Checks	200 33	10,923.49 6,242.00 -8,141.55		
ш	Balance on 8/31	Payments Purchases	-2,343.93 -2,343.93 -597.30	9,023.94		
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	tatement Average of \$14.00 per mo	Statement Average Ledger Balance e of \$14.00 per month is currently w		10,004.46		
Additions						
	Date Dec 8/3 OF 8/14 OF 8/17 OF 8/25 OF 8/28 UB 17otal OF	Description/Location OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT UB SAVINGS TRANS	Description/Location OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT OFFICE DEPOSIT UB SAVINGS TRANSFER 200828 XXXXX3938 0102		Reference 75833796 \$ 75828657 77261763 77315691 62413986 \$	Amount 576.00 300.00 3,083.00 1,283.00 1,000.00 6,242.00
Checks	Number Date 231701 8/3 231704 8/17 231704 8/28 Total Checks missing in se	Reference 07615206 08286016 76536690 quence. Out of sequen	Number Date Reference Amount Number Date Reference 231701 8/3 07615206 1,478.83 231706* 8/19 75055539 231703* 8/17 08286016 1,478.82 231706* 8/19 75055539 231704 8/28 76536690 400.00 231707 8/31 06807142 21704 8/28 76536690 400.00 400.00 231707 8/31 06807142 204al 400.00 400.00 . <t< td=""><td><u>Number Date F</u> 231706* 8/19 7 231707 8/31 0 e located in the Payments ser</td><td>statement.</td><td>Amount 363.84 1,478.83 5,200.32</td></t<>	<u>Number Date F</u> 231706* 8/19 7 231707 8/31 0 e located in the Payments ser	statement.	Amount 363.84 1,478.83 5,200.32
Payments online and electronic banking Date 8/17 8/17 8/18 8/18	ic banking Date Des 8/17 Pay 8/18 APF 8/18 APF 8/18 IRS	Description/Location Payroll Tax CCD 1173583 APPLECARD GSBANK P APPLECARD GSBANK P IRS USATAXPYMT CCD ;	Description/Location Payroll Tax CCD 1173583 APPLECARD GSBANK PAYMENT WEB 2199276 APPLECARD GSBANK PAYMENT WEB 2199276 IRS USATAXPYMT CCD 227063166017312	Reference 52487908 5276 52707143 9276 53220260 53217997	ся	Amount 159.59 175.00 100.00 1,009.34

Page 2 of 2 **Statement Number:** 08/01/20 - 08/31/20

Payments online and electronic banking

	Amount	HIDUIN	100.00	100 00		100.00	200.00	150.00	00.001	100.00		00.061		\$ Z,343.93	
	Reference	FE640044	11061000	59066257	59057651		21188494	52320493		52981211	52081101	0500101			
	Description/Location	APPLECARD GSRANK PAYMENT WER 2100276		ALTLEUARD GOBANK PAYMENT WEB 2199276	APPLECARD GSBANK PAYMENT WEB 2199276	APPI FCARD GSRANK PAVMENT WEB 2100270		AFFLEUARU GSBANK PAYMENT WEB 2199276	APPI FCARD CCBANIZ DAVAITALT MICD 0100000	9/ZARIZ SHAN INHIMI VALMENT ALER ZIAAZ/0	APPLECARD GSBANK PAYMENT WFR 2199276				
и опис ралкир	Date	8/20	VC/B	120	8/24	8/26	2010	0171	8/28		0710	Total	10101		

Purchases ATM card and Debit cardTM purcha

d Debit card TM purchases	urchases		
Date	Description/Location	Reference	Amond
8/4	INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141	71152121	\$ 39.00
8/4	INT*QUICKB 800-446-8848 CA 800-446-8848 CA	71152120	150.00
8/6	50599141 IN DATAFL CA	72654271	62.99
8/12	36599141 ADOBE ACRO 4085366000 CA 4085366000 CA 36509141	72439100	14.99
8/14	ROCKET LAW 8778810947 CA 8778810947 CA 36599141	73721747	39.99
8/17	ADOBE ACRO 4085366000 CA 4085366000 CA 36593141	71807409	14.99
8/17	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	71992343	131.60
8/25	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	73306730	39.99
8/26	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	73726164	22.21
8/31	CANVA* 027 8778877815 DE 8778877815 DE 36599141	72974284	12.95
8/31	VENMO 8558124430 NY 8558124430 NY 36599141	72974285	20.60
8/31	ADT SECURI WWW.ADT.COM FL WWW.ADT.COMFL 36599141	72197873	47.99
Total			\$ 597.30

·

Page 1 of 2 Statement Number: 07/01/20 - 07/31/20	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987 MUFG Union Bank is suspending penalties associated with excess activity on savings and money market accounts. Penalties include account conversion or closure and the Excess Activity Fee.	Account Number		10,923.49	3,631.09	Reference Amount	70363130 \$ 78758211 62059235 62123742 1 1		Number Date Reference Amount 231699 7/13 07575284 1,478.83 231700 7/28 75001737 29.00 \$\$\$\$ 2,307.83 \$		Z199276 Statistics Amount 2199276 55657265 \$ 300.00 56442521 \$ 300.00 56442521 \$ 300.00 2199276 56077933 1,514.00 2199276 56077933 125.00 2199276 59673729 325.15
UNIONBANK OF ACCOUNTS	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES CA 90051-0380	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709		Business value Checking Summary Davs in statement period: 31	Days in statement period: 31 Balance on 7/1 Additions Subtractions Checks -2,307.83 Payments -3,818.79 Purchases -939.82	Balance on 7/31 \$	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions		7/3 WSTRN ASSO 9164446670 CA 9164446670 CA 7/23 MOBILE DEPOSIT # 9413093189 7/23 UB SAVINGS TRANSFER 200723 XXXXX3938 0102 7/30 UB SAVINGS TRANSFER 200730 XXXXX3938 0102 Total	Checks	Number Date Reference Amount Number Date Reference 231695 7/15 77252886 400.00 231699 7/13 07575284 231698* 7/15 77252865 400.00 231700 7/28 75001737 231699* 7/15 77252865 400.00 231700 7/28 75001737 Total • Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.	Payments online and electronic banking Date Description/I ocation	

Page 2 of 2 **Statement Number:** 07/01/20 - 07/31/20

Payments online and electronic banking

Amount	420.25 200.00 200.00 320.00 320.00 32818.79
Reference	50366684 52753350 56659517 56535323
Description/Location	ATT Payment TEL 881069003EVR1F APPLECARD GSBANK PAYMENT WEB 2199276 APPLECARD GSBANK PAYMENT WEB 2199276 PRECISION COUNTS SALE CCD
Date	7/27 7/29 7/31 7/31 Total

Purchases ATM card and Debit cardTM purche

Date Description/Location	ion	Reference		Amount
IN DATAFL CA 36599141		72730114	\$	56.63
SAVE MART# 27 36599141	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	73789981		66.88
INTUIT *PA 888-5 36599141	NTUTT *PA 888-537-7794 CA 888-537-7794 CA 3659141	70363129		39.00
INT*QUICKB 800 36599141	0000000000000000000000000000000000000	70363128		150.00
ADOBE ACRO 40 36599141	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	72742574		14.99
ROCKET LAW 87 36599141	ROCKET LAW 8778810947 CA 8778810947 CA 36599141	73349478		39.99
ZOOM.US 888799 36599141	ZOOM.US 8887999666 CA 8887999666 CA 36599141	73349482		277.26
VENMO 8558124 36599141	VENMO 8558124430 NY 8558124430 NY 36599141	70714906		133.90
ADOBE ACRO 40 36599141	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	71353312		14.99
CHEVRON 02 CO 36599141	CHEVRON 02 COALINGA CA COALINGA CA 36599141	72496643		20.00
T'S CONCES CLC 36599141	TS CONCES CLOVIS CA CLOVIS CA 36599141	72984055		9.36
CHEVRON 02 CO 36599141	CHEVRON 02 COALINGA CA COALINGA CA 36599141	72984054		20.00
SAVE MART# 275 36599141	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	72406087		35.88
ADT SECURI WWW.ADT.COM FL 36599141	I WWW.ADT.COM FL	71056384		47.99
CANVA* 027 8778 36599141	CANVA* 027 8778877815 DE 8778877815 DE 36599141	71681406		12.95
			Ş	939.82

	rvice	t online	siness le Business	mber.			Amount 7,000.00 4,000.00 11,000.00	Amount 1,478.83 1,478.82 11,436.49	Amount 270.17 159.60 782.24 1,009.36 2,221.37
Page 1 of 2 Statement Number: 05/30/20 - 06/30/20	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987 Deposited Item Returned Fee is \$9.00 effective September 1, 2020. Pease refer to the Business Product Guide.	Account Number			<i>Reference</i> 61537086 \$ 61762158 \$	Number Date Reference Amount Number Date Reference 231693 6/2 07521396 1,478.84 231696* 6/16 08282250 231694 6/4 06793598 7,000.00 231697 6/26 07519550 201al Fotal 231697 6/26 07519550 \$	Reference \$ 55124874 \$ 56934023 57121291 \$ 58409692 \$
Page State 05/30	Telep For 2/ 800-8 800-8 Repre	To op or app bankii You π at uni	Thank since September 1, . Y Managemei		11,139.36 11,000.00 -16,854.43 5 284 93	7,509.80	X3938 0102 X3938 0102	Number 231696* 231697 be located in the	
	CA 90051-0380	OF COMMERCE	ee is \$9.00 effective \$ s Deposit and Treasu		-11,436.49 -2,221.37 -3,196.57	aived.	Description/Location UB SAVINGS TRANSFER 200601 XXXXX3938 0102 UB SAVINGS TRANSFER 200624 XXXXX3938 0102	Amount 1,478.84 7,000.00 ce check numbers may also	Description/Location APPLECARD GSBANK PAYMENT WEB 219 Payroll Tax CCD 1173583 ATT Payment WEB 704173003MYW9C IRS USATAXPYMT CCD 227056766032554
NTEMENT ACCOUNTS		COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	sited Item Returned F se Schedule, Busines. uide.		30 \$ Checks Payments Purchases 5	Statement Average Ledger Balance e of \$14.00 per month is currently w	Description/Location UB SAVINGS TRANS UB SAVINGS TRANS	te Reference 07521396 06793598 in sequence. Out of sequen	Description/Location APPLECARD GSBANK PAYMENT WEB 2199276 Payroll Tax CCD 1173583 ATT Payment WEB 704173003MYW9C IRS USATAXPYMT CCD 227056766032554
8 Т.А 0 F	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	 The Deposited Deposit Fee St Product Guide 	necking Summary	riod: 3/2 Balance on 5/30 Additions Subtractions Balance on 6/30	Statement Ave charge of \$14.00 per	Date 6/1 6/24 Total	Number Date 231693 6/2 231694 6/4 Total * Checks missing in s	
UnionBank				Business Value Checking	Days in statement period: 32 A S S B	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Checks		Payments online and electronic banking Date 6/1 6/2 6/15 6/15 Total

Page 2 of 2 **Statement Number:** 05/30/20 - 06/30/20

Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Reference	Amount
6/1	CANVA* 027 8778877815 DE 8778877815 DE	72565325	\$ 12.95
6/3	VENMO 8558124430 NY 8558124430 NY 26500144	70678542	20.60
6/3	00000141 INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36500141	70678539	39.00
6/3	00333141 INT*QUICKB 800-446-8848 CA 800-446-8848 CA 36500111	70678541	150.00
6/4	VENMO 8558124430 NY 8558124430 NY 36500141	71295398	25.75
6/8	TACOS Y MA COALINGA CA COALINGA CA	73813699	23.15
6/9	IN DATAFL CA	70683165	93.65
6/10	36599141 WSTRN ASSO 9164446670 CA 9164446670 CA	71143126	575 00
6/11	36599141 VENMO 8558124430 NY 8558124430 NY	71771021	10.30
6/11	36599141 WSTRN ASSO 9164446670 CA 9164446670 CA	71771022	315.00
6/12	30399141 ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	72415124	14.99
6/12	VENMO 8558124430 NY 8558124430 NY 3659141	72415123	154.50
6/17	ADOBE ACRO 4085366000 CA 4085366000 CA 36590141	71680785	14.99
6/22	SAVE MART# 275 E FOREST AV COALINGA CA	71098170	95.86
6/23	MARSHALLS 264 N 12 HANFORD CA	71715510	12.87
6/23	TARGET T- 140 N 12 Hanford CA 36599141	71731217	26.78
6/23	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	71807966	56.80
6/23	MICHAELS S 204 N. 12TH AVE HANFORD CA 36599141	71698162	92.22
6/24	WALGREENS 265 W FO COALINGA CA 36599141	72291340	35.58
6/26	HARRIS RAN COALINGA CA COALINGA CA	73495321	38.88
6/26	PP*VANTREO SANTA ROSA CA SANTA ROSA	73495320	1,326.76
6/29	89141 T SECURI WWW.ADT.COM FL WADT.COM FL	71511110	47.99
6/30	27 8778877815 DE 8778877815 DE	72128972	12.95
Total		100	3,196.57

	arvice	nt online	ting a	umber:		Amount 9,500.00 5,005.11 14,505.11	Amount 400.00 1,478.82 3,869.30 ^{nt.}	Amount 500.00 159.59 1,400.00 1,009.34 200.00 200.00 3,468.93
umber: . /29/20	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987 Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Advisor at 1-866-827-6265, Mon - Fri 9:00 am to 5:00 pm P.T.	Account Number:		Reference 93130176 \$ 61333873 \$	Number Date Reference Amount Number Date Reference 231684 5/6 77275149 511.66 231691 5/6 77275152 231690* 5/4 08313158 1,478.82 231692 5/15 06766890 Total * * 231691 5/15 06766890 \$	6 9 6 9
Page 1 of 2 Statement Number: 05/01/20 - 05/29/20	Telephone Banking For 24-hour Automated Di 800-238-4486 800-826-7345(TDD) Representatives are avail Monday through Saturday	To open additional account or apply for loans, call your banking office at 559-935-1 You may also access your a at unionbank.com	Thank you for since 1987 <i>at funding? Le</i> : 00 pm P.T.		5.60 5.11 1.35 9.36 9.42		Number Date 231691 5/6 231692 5/15 cated in the Payments	Reference 56965280 59573229 54653235 50936554 59196260 50815738
	-0380	RCE	Thank you since 198 Did you know Union Bank offers same-business-day merchant funding Business Advisor at 1-866-827-6265, Mon - Fri 9:00 am to 5:00 pm P.T.		4,695.60 14,505.11 -3,869.30 -3,468.93 -723.12 11,139.36 10,819.42	Description/Location LOAN DISB./AFS UB SAVINGS TRANSFER 200512 XXXXX3938 0102	NL 23 23 8 may also be locate	Description/Location APPLECARD GSBANK PAYMENT WEB 2199276 Payroll Tax CCD 1173583 APPLECARD GSBANK PAYMENT WEB 2199276 IRS USATAXPYMT CCD 227053666028570 APPLECARD GSBANK PAYMENT WEB 2199276 APPLECARD GSBANK PAYMENT WEB 2199276
ത	CA 90051-	ER OF COMME	ers same-busin 27-6265, Mon - I			on NSFER 200512	Amount 511.66 1,478.82 uence check number	<i>on</i> Bank Paymen 173583 Bank Paymen F CCD 2270536 Bank Paymen Bank Paymen
tement accounts	3ANK 5A 0390 512380 3ELES	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	' Union Bank off isor at 1-866-82		Days in statement period: 29 Balance on 5/1 \$ Additions Subtractions Checks Payments P	Description/Location LOAN DISB./AFS UB SAVINGS TRAN	<i>Reference</i> 77275149 08313158 equence. Out of seq	Description/Location APPLECARD GSBA Payroll Tax CCD 117 APPLECARD GSBA IRS USATAXPYMT (APPLECARD GSBA APPLECARD GSBA
state Of ac	UNION BANK COALINGA 03 PO BOX 5123 LOS ANGELES	COALINGA 265 W. ELM COALINGA	Did you know Business Adv	ecking Summary	9 Balance on 5/1 Additions Subtractions Balance on 5/29 Statement Averag e of \$14.00 per m	Date De 5/4 LO 5/12 UB Total	<u>Number Date</u> 231684 5/6 231690* 5/4 Total * Checks missing in s	
UnionBank			•	le Checking	nt period: 29 Bal Sub Bal rvice charge of	ם מוט ד	Numl 2316 2316 70al	e and electronic H ກ ກ ກ ກ ງ ງ D
				Business Value Ch	Days in statement period: 29 A A A Your monthly service charge	Additions	Checks	Payments online and electronic banking Date 5/1 5/15 5/15 5/15 5/26 5/27 5/27 70tal
				μ		< (0	م

Page 2 of 2 **Statement Number:** / 05/01/20 - 05/29/20

Purchases ATM card and Debit cardTM purchases Date Description/Location

Date	Description/Location	Reference		Amount
5/4	INTUIT *QU 800-446-8848 CA 800-446-8848 CA	72208240	ţ	Ariourit
	36599141	04700771	Ð	00.061
5/5	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	72878752		
	36599141			23.00
5/12	ADOBE ACRO 4085366000 CA 4085366000 CA	73130453		
	36599141			14.43
5/12	OLIVE GARD VISALIA CA VISALIA CA	73130454		
	36599141	+0+00-0-		211.03
5/18	ADOBE ACRO 4085366000 CA 4085366000 CA	72754416		
	36599141			14.33
5/26	DNH*GODADD 480-5058855 AZ 480-5058855 A7	73033326		25 724
	36599141	0700000		01.101
5/26	ARCO #4255 6 AMPM STEVENSON RAN CA	72522464		10 10
	36599141	1013303		10./0
5/29	ADT SECURI WWW.ADT.COM FI	F1 71460747		00 57
				41.43
	36599141			
Total				art to see the second s
			\$	723.12

Page 2 of 2 **Statement Number:** 04/01/20 - 04/30/20

> Purchases ATM card and Debit cardTM purchases Date Description/Location

Date	Description/Location		ŀ
	365001/11	Nelerence An	Amount
4/6	LEMOORE SI 110 W D STREET LEMOORE CA	72187400	
	36599141		79.60
4/8	FBFUNDRAIS 2312321323 CA 2312321323 CA	73595011	0000
	36599141		00.00
4/9	QUIK WAY 3147 N CLOVIS A FRESNO CA	20408372	CC 1 C
	36599141		06.40
4/9	SAVE MART# 275 E FOREST AV COALINGA CA	70306745	70 1E
	36599141		
4/13	ADOBE ACRO 4085366000 CA 4085366000 CA	72128850	00 1 1
	36599141		4-22
4/14	HARRIS RAN COALINGA CA COALINGA CA	72619592	10.01
	36599141		10.01
4/16	NORTON *AP 877-294-5265 AZ 877-294-5265 AZ	73745592	110 00
			10.00
4/17	ADOBE ACRO 4085366000 CA 4085366000 CA	70422258	11 00
	36599141		00.4
4/29	WWW.ADT.COM	FL 73094537	17 00
	36599141		
4/30	CANVA* 026 8778877815 DE 8778877815 DE	73674310	10 05
	36599141		00.1
Total			
		\$ 64	645.93

	rvice	nt online		mber:			Amount 4,220.00 99.99 4,319.99	Amount 400.00 1,478.83 4,133.29 tt.	Amount 1,000.00 239.39 1,514.02 2,753.41
Page 1 of 3 Statement Number: 02/29/20 - 03/31/20	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987	Account Number:			Reference 75771096 \$ 70916574	Number Date Reference Amount Number Date Reference 231678 3/5 75016263 400.00 231682 3/23 75751200 231680* 3/3 08287996 1,478.83 231683 3/16 08311814 231681 3/23 40257518 375.63 231683 3/16 08311814 231681 3/23 40257518 375.63 231683 3/16 08311814 21681 3/23 40257518 375.63 231683 3/16 08311814 20tal 	Reference 52438859 \$ 50030623 50789920 \$
Page 1 of 3 Statement 02/29/20 - 0	Telep For 24 800-22 800-85 Repre	To open a or apply f banking c You may at unionb	Thank you since 1987		11,492.38 4,319.99 -8,853.62	6,958.75 9,049.89	VFO WA	Number 231682 231683 be located in the	
	CA 90051-0380	OF COMMERCE		-ee is \$9.00.	-4,133.29 -2,753.41 -1,966.92	aived.	<i>Description/Location</i> OFFICE DEPOSIT # 0000606627 MICROSOFT* MSBILL.INFO WA MSBILL.INFO WA	Amount 400.00 1,478.83 375.63 ce check numbers may also	Description/Location APPLECARD GSBANK PAYMENT WEB 2199276 Payroll Tax CCD 1173583 IRS USATAXPYMT CCD 227047766018072
accounts.	ик 0390 12380 Jes	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709		i ne peposied item Keturned ree is \$9.00. ummary	2/29 \$ Checks Payments Purchases	Balance on 3/31 \$	Description/Location OFFICE DEPOSIT # 0000606627 MICROSOFT* MSBILL.INFO WA	Date Reference 3/5 75016263 3/3 08287996 3/23 40257518 sing in sequence. Out of sequen	Description/Location APPLECARD GSBANK P Payroll Tax CCD 1173583 IRS USATAXPYMT CCD 2
UnionBank OF A	UNION BAI COALINGA PO BOX 5- LOS ANGEI	COALI 265 W. COALI	۲۵ ۲۵ ۲۲	S	ent period: 32 Balance on 2/29 Additions Subtractions	Balance on 3/31 \$ Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Date 3/11 3/26 Total	Number 231678 231680* 231681 Total * Checks miss	ie and electronic banking Date 3/16 3/17 Total
Ē				Business Val	Days in statement period: 32 B A	Your monthly se	Additions	Checks	Payments online and el

ł

ي. ا

Page 2 of 3 **Statement Number:** / 02/29/20 - 03/31/20

Purchases ATM card and Debit card[™] purchases

Date	purutases Description// ocation		
3/2	CANVA* 026 8778877815 DF 8778877815 DF		Amount
	36599141	\$ \$20069717	12.95
3/2	THE LIME L FRESNO CA FRESNO CA 36599141	73495457	25.00
3/2	ADT SECURI WWW.ADT.COM FL WWW.ADT.COM FL 36590141	. 73495458	47.99
3/3	INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141	71914093	39.00
3/3	CHEVEN 02 COALINGA CA COALINGA CA	71914092	55.33
3/3	INTUIT *QU 800-446-8848 CA 800-446-8848 CA 36500141	71914094	150.00
3/3	SAVE MART# 275 E FOREST AV COALINGA CA	72168686	49.71
3/4	CHEVRONGE 6011 BOLLINGER COALINGA CA	72875907	13.06
3/6	THE JPM FO 3104993400 CA 3104993400 CA 36599400 CA	70220305	30.00
3/6	CHEVRON 02 COALINGA CA COALINGA CA 36599141	70220307	52.26
3/6	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	70379475	47.92
3/6	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	70563622	78.90
3/9	HOMEGOODS 7871 N B FRESNO CA	72616805	53.96
3/10	CHEVRON 02 COALINGA CA COALINGA CA 36599141	73130260	40.07
3/10	NORTON *AP 877-294-5265 AZ 877-294-5265 AZ 36599141	73130261	84.98
3/12	ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	70600035	14.99
3/12	WALGREENS 265 W FO COALINGA CA 36599141	70679507	53.10
3/13	CHEVRON/GU THRIE PE LEMOORE CA 36599141	71676891	45.52
3/13	WALGREENS 265 W FO COALINGA CA 36599141	71431360	66.67
3/13	BIG 5 SPOR TING GOO COALINGA CA 36599141	71599819	83.90
3/13	WALGREENS 265 W FO COALINGA CA	71611355	101.76
3/17	20239141 ADOBE ACRO 4085366000 CA 4085366000 CA 36599141	70168361	14.99
3/17	LOS REYES COALINGA CA COALINGA CA 36599141	70168360	57.48
3/23	FB *ABBY T PAY.FB.COM CA PAY.FB.COM CA 36599141	73382381	25.00
3/24	ZOOM.US 8887999666 CA 8887999666 CA 36599141	73848634	149.90
3/25	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	70620968	23.04
3/26	DNH*GODADD 480-5058855 AZ 480-5058855 AZ 36599141	70916573	159.98
3/26	CKE*THE SA COALINGA CA COALINGA CA 36599141	70916572	206.00

Page 3 of 3 **Statement Number:** 02/29/20 - 03/31/20

÷.

~

1

Amount 77.79 14.73 12.95 30.00 47.99 Reference 71085476 71405004 72828480 72273720 72828481 ц Ц Description/Location WALGREENS 265 W FO COALINGA CA 36599141 CKE*THE SA COALINGA CA COALINGA CA 36599141 CANVA* 026 8778877815 DE 8778877815 DE 36599141 STARBUCKS COALINGA CA COALINGA CA 36599141 ADT SECURI WWW.ADT.COM F WWW.ADT.COM FL 36599141 Purchases ATM card and Debit cardTM purchases Date 3/26 Total 3/27 3/30 3/30 3/30

1,966.92 ŝ

Page 1 of 4 Statement Number: 02/01/20 - 02/28/20	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987	Bank where you want, when you want. Switch to Online and Mobile Banking today. To get started, visit unionbank.com/GoDigital	Account Number:			Reference Amount 76530834 \$ 5,300.00 6 54304776 90.00 54215109 2,466.29 75761944 200.00 75761943 1,460.00 6 53682588 125.00 6 53662588 125.00 75815565 2,475.00 7 12,741.29	Number Date Reference Amount Number Date Reference Amount 231673 2/4 06794926 300.00 231676 2/3 78276034 2,086.87 231674 2/13 07592280 200.00 231677 2/4 06797534 1,478.82 231675 2/10 08419770 500.00 231679* 2/18 07556166 1,478.83 2010 500.00 231679* 2/18 07556166 1,478.83 2011 08419770 500.00 231679* 2/18 07556166 1,478.83 2011 Ostated Amount 200.00 231679* 2/18 07556166 1,478.83 2011 Ostated Amount 200.00 231679* 2/18 07556166 1,478.83 2011 Ference Amount Source Amount Source 4,418.83 2014 Amount Source Source Source 1,478.83 5,044.52
Pag Stat 02/0	Tele 800- 800- Mon	To o bank You at	Thar since	end Mobil		15,651.10 12,741.29 -16,900.01 11,492.38	13,262.09	199733552 199733552 199733552	Number 231676 231677 231679*
6	CA 90051-0380	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709		y you want. Switch to Online		 6,044.52 -3,765.88 -6,875.81 -202.95 -10.85 	nce ly waived.	Description/Location OFFICE DEPOSIT INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 Square Inc 200203P2 PPD ********4588 DEPOSIT CORRECTION # 0000686761 OFFICE DEPOSIT # 0000686761 OFFICE DEPOSIT # 0000686761 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 OFFICE DEPOSIT # 0000123663	<i>Amount</i> 300.00 200.00 500.00 quence check numbers may also b
tatement F account	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES	COALINGA AREA CHAMBF 265 W. ELM AVE COALINGA CA 93210-1709		Bank where you want, wher unionbank.com/GoDigital	nary	n 2/1 Checks ns Checks Payments Purchases ATM withdrawals Other Withdrawals	Statement Average Ledger Balance e of \$14.00 per month is currently w	Description/Location OFFICE DEPOSIT INTUIT PYMT SOLN Square Inc 200203P DEPOSIT CORREC OFFICE DEPOSIT # INTUIT PYMT SOLN INTUIT PYMT SOLN OFFICE DEPOSIT #	Date Reference 2/4 06794926 2/13 07592280 2/10 08419770 2/110 08419770 ssing in sequence. Out of set
UnionBank OF	UNION J COALIN PO BOX LOS AN	COA 265 V COA		 Bank v unionb 	Business Value Checking Summary	Days in statement period: 28 Balance on 2/1 Additions Subtractions C Balance on 2/28	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Date 2/3 2/14 2/14 2/14 2/18 2/18 2/18 2/18 2/18 2/20	Checks Number 231673 231674 231675 Total * Checks mis

Date	Description/Location	Reference Amount
2/3	INTUIT PYMT SOLN TRAN FEE 524771997335526	CCD 54304504 \$ 3.56
2/3) 54432991 1 276 37
2/4		56655186
2/18	APPLECARU GSBANK PAYMENT WEB 21992 INTUIT PYMT SOLN TPAN EFF	54682244
	524771997335526	21.50 20284856 21.50
2/18	8 IRS USATAXPYMT CCD 227044966040734	59267953 1 009 34
2/20	INTUIT PYMT SOLN TRAN FEE 524771997335526	
Total		\$ 3.765.88
Purchases ATM card and Debit car	and Debit card™ purchases	
Date	e Description/Location	Reference
2/3	STARBUCKS COALINGA CA COALINGA CA	73536015 \$ 2.65
2/3	36399141 TACOS Y MA COALINGA CA COALINGA CA	73536020
5/6	36599141 TACOS V MA COM MOD 20 COM COM	0.10
22	1AUUS 1 MA UUALINGA CA COALINGA CA 36599141	70545522 10.64
2/3	FATTE ALBE COALINGA CA COALINGA CA	70545519 11.25
2/3	VENNO 8558124430 NY 8558124430 NY	70545527 20.60
2/3	HARRIS RAN COALINGA CA COALINGA CA	70545517
50 50	36599141	24.10
212	GUDAUDY.CO 02079792661 GB GB 36599141	70545526 31.78
2/3	HARRIS RAN COALINGA CA COALINGA CA	70545523 42.09
2/3	NERVICE COALINGA CA COALINGA CA	73536017 46.00
2/3	36599141 MICROSOFT* MSBILL.INFO WA MSBILL INFO	70545514
2/3	36599141 HARRIS RAN COALINGA CA COALINGA CA	70545518 108.58
2/3	100000141 1011111 *QU 800-446-8848 CA 800-446-8848 CA	70545511 150.00
2/3	GODADDY.CO 02079792661 GB GB	70545525 411 31
2/3	DENNYS #9 25026 West Dorr Coalinga CA	73241851 32.82
2/3	TILLYS #14 2 FRESNO CA	70828376
VIC	36599141	
+17	CHEVRON UZ CUALINGA CA COALINGA CA 36599141	71200223 35.00
2/4	INTUIT *PA 888-537-7794 CA 888-537-7794 CA 36599141	71200225 39.00
2/4	LEMOORE AN LEMOORE CA LEMOORE CA	71200231 76.00
2/4	INN AT HAR COALINGA CA COALINGA CA	71200228 99.00
2/4	30399141 INN AT HAR COALINGA CA COALINGA CA 36500111	71200226 99.00
2/4	PISMO'S CO FRESNO CA FRESNO CA	71200227 131.22

Page 2 of 4 Statement Number: 02/01/20 - 02/28/20

Page 3 of 4 Statement Number: 02/01/20 - 02/28/20

e,

Purchases ATM card and Debit cardTM purchases

בחור רמות	purchases	
Date	Description/Location	Reference Amount
2/5	PENDLETON# PORTLAND OR PORTLAND OR	71883585 168.55
2/6	36599141 MARRIOTT 3 PORTLAND OR PORTLAND OR	72568192 9.00
2/6	UNITED 0 HOUSTON TX HOUSTON TX	72568191 30.00
2/6	PADDY'S BA PORTLAND OR PORTLAND OR	72568193 35.50
2/6	KING TIDE PORTLAND OR PORTLAND OR	72568196 40.00
2/6	20239141 VENMO 8558124430 NY 8558124430 NY 26600444	72568195 61.80
2/6	20393141 VENMO 8558124430 NY 8558124430 NY 36500141	72568194 64.93
2/7	RIVER PIG PORTLAND OR PORTLAND OR	73280145 7.00
2/7	TST*VOODO PORTLAND OR PORTLAND OR 36500141	73280147 14.50
2/10	MARTINT 3 PORTLAND OR PORTLAND OR	71577741 4.00
2/10	SHIFT DRIN PORTLAND OR PORTLAND OR	70694597 15.00
2/10	WULTNOMAH PORTLAND OR PORTLAND OR	70694602 15.00
2/10	SHIFT DRIN PORTLAND OR PORTLAND OR 36500141	70694598 15.00
2/10	SHIFT DRIN PORTLAND OR PORTLAND OR 36500141	70694601 70.00
2/10	MARRIOTT P PORTLAND OR PORTLAND OR	71577737 1,358.78
2/11	LOS REYES COALINGA CA COALINGA CA	72243437 35.24
2/11	COALINGA H COALINGA CA COALINGA CA 36599141	72243440 35.93
2/11	WOODLARK H PORTLAND OR PORTLAND OR 36599141	72243436 458.64
2/12	ADOBE ACRO 8008336687 CA 8008336687 CA 36599141	72919088 14.99
2/14	CHEVRON 02 COALINGA CA COALINGA CA	70478308 30.00
2/14	VENMO 8558124430 NY 8558124430 NY 36599141	70478310 30.90
2/18	CANVA* 026 8778877815 DE 8778877815 DE 36599141	71823021 1.00
2/18	VENNO 8558124430 NY 8558124430 NY 36599141	73368994 5.15
2/18	ADOBE ACRO 8008336687 CA 8008336687 CA 36599141	72712748 14.99
2/18	D0014*G0DADD 480-5058855 AZ 480-5058855 AZ 36599141	71823022 179.88
2/19	RITE AID S 159 WEST POLK S COALINGA CA 36599141	70409918 21.00
2/24	920 FASTR 775 N LE LEMOORE CA 36599141	73644339 36.46
2/25	PNS*IC SYS VADNAIS HEIG MN VADNAIS HEIG MN	70508536 59.33

Page 4 of 4 **Statement Number:** , 02/01/20 - 02/28/20

hases ATM card and Debit card TM purchases	purchases		
Date	Description/Location	Reference	13
	36599141		٤l
2/25	WALGREENS 265 W FO COALINGA CA	70789859 31 10	C
	36599141		2
2/25	SAVE MART# 275 E FOREST AV COALINGA CA	70634926 38.22	0
	36599141		
2/26	CA DMV FEE 678-7315516 CA 678-7315516 CA	71188802	V
	36599141		r
2/26	STATE OF C 800-7770133 CA 800-7770133 CA	71188804	ç
	36599141	2.00	2
2/26	RITE AID S 159 WEST POLK S COALINGA CA	71306701	c
	36599141	0.00	>
2/26	WALGREENS 265 W FO COALINGA CA	71247447	ç
	36599141	07/70	0
2/27	STARBUCKS COALINGA CA COALINGA CA	71800660	c
	36599141	10.40	0
2/27	IN *DATAFL 831-7598760 CA 831-7598760 CA	71899661 201 62	
	36599141		n
2/27	SAVE MART# 275 E FOREST AV COALINGA CA	72006887	
	36599141		5
2/28	REEDLEY CH 559-638-3548 CA 559-638-3548 CA 72646824	72646824 55 00	~
	36599141		~
2/28	TARGET T- 140 N 12 Hanford CA	72991777 1 203 00	~
	36599141		
Total		¢ 6 015 04	# ~

ų. , MEL 4 Dahit . 2 Purchases ATM

ATM withdrawals

Date	Description/Location	Reference		Amount
2/3	HARRIS RAN 24505 W DORRIS COALINGA CA 73045563 36599141	73045563	÷	202.95
Other Withdrawals including fees and adjustments	adjustments			

6,875.81

I~

g

Amount	2.00 0.63 8.22 10.85
	ю ю
Reference	65019772 65019773 65019771
Description/Location	AIM NE I WORK WITHDRAWAL FEE FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB
Date	2/3 2/3 Total

Page 1 of 3 Statement Number: 01/01/20 - 01/31/20	Telephone Banking For 24-hour Automated Direct Service 90051-0380 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday		Thank you for banking with us since 1987 unionbank.com/GoDigital Summary Account Number:	6,494.41 23,065.50 -13,908.81 -6,510.20 -2,608.82 -4,789.79 15,651.10	6,025.17	Description/Location Reference Amount MOBILE DEPOSIT # 9411533268 78512729 \$ 1,000.00 UB SAVINGS TRANSFER 200109 XXXXX3938 0102 60095442 \$,000.00 UB SAVINGS TRANSFER 200109 XXXXX3938 0102 60095442 \$,000.00 UB SAVINGS TRANSFER 200109 XXXX33338 0102 65822002 \$,000.00 UNTUIT PYMT SOLN DEPOSIT 75776439 \$,935.00 OFFICE DEPOSIT 75776439 \$,590.50 OFFICE DEPOSIT 75774687 6,590.50 OFFICE DEPOSIT 75774687 6,590.50 OFFICE DEPOSIT 75752019 4,250.00 OFFICE DEPOSIT 75752019 4,250.00 OFFICE DEPOSIT 75752019 5,3065.50	Amount Number Date Reference Amount 965.00 231670 1/3 07559252 1,478.83 129.65 231671 1/6 75780180 2,015.66 362.00 231672 1/16 08267796 1,478.83 80.23 80.23 231672 1/16 08267796 1,478.03	Reference Amount 53377774 \$ 163.55 YMENT WEB 2199276 55021328 1,000.00
STATEMENT Statement OF ACCOUNTS	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES CA 90	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	 Bank where you want, when you want. unionbank.com/GoDigital Business Value Checking Summary 	Days in statement period: 31 Balance on 1/1 \$ Additions Subtractions Checks Payments Purchases Balance on 1/31 \$	Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Date 1/2 1/15 1/15 1/21 1/21 1/29 1/29 1/31 Total	Checks Number Date Reference 231666 1/10 76510449 231666 1/13 06832708 231668 1/13 06930966 231669 1/9 07568480 Total	Date Description/Location 1/3 Payroll Tax CCD 1173583 1/6 APPLECARD GSBANK PAYMENT WEB

.

, \$

Page 2 of 3 Statement Number: 01/01/20 - 01/31/20
--

Payments online and electronic banking

IIIC DANKING				
Date	Description/Location	Reference		Amount
1/8	ATT Payment TEL 775355003EVR1p	CV LOOL	20	Amount
1/15	INTUIT PYMT SOIN TRAN FEE COD FEBOROGE	000 FE00005	7.3 7.7	419.89
	524771997335526	002002000	67	1.27
1/15	IRS USATAXPYMT CCD 227041566043528	55001761	1	
1/29	INTUIT PYMT SOLN TRAN FEF CCD 50374957		01	1,015.02
	524771997335526			9.09
Total				
			\$	2,608.82
bit card TM purchases	ourchases			
Date	Description/Location	Reference	9	,
110			þ.	Amount
	201 0 FO 0 2 10 W DU CUALINGA CA	71965142	\$	110.00

Purchases ATM card and Debit cardTM purcha

Date Desc	Description/Location	Reference		Amount
1/2	USPS PO 0 218 W DU COALINGA CA 36590141	71965142	Ş	110.00
1/3	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	72635706		39.00
1/6	00030114 NTU11 *QU 800-446-8848 CA 800-446-8848 CA 3650011 *QU	70087558		75.00
1/6	WSTR141 WSTR1 ASSO 9164446670 CA 9164446670 CA 3650041	70087559		490,00
1/7	ARC0 #4249 5 HANFORD CA	71739822		34.35
1/13	30339141 ADOBE ACRO 8008336687 CA 8008336687 CA 36500144	71726519		14.99
1/13	PP*VANTREO SANTA ROSA CA SANTA ROSA CA	70858469		106.35
1/14	36599141 COALINGA H COALINGA CA COALINGA CA	72303787		78.40
1/15	WALGREENS 265 W FO COALINGA CA	73145099		32.11
1/16	VECNO3141 VECNO408558124430 NY 8558124430 NY	73645701		46.35
1/16	SOUSSIAL SQUSSIALE LEMOORE CA LEMOORE CA 36600111	73645702		185.00
1/16	MCCOLLER MCC	70038808		169.10
1/16	HOME CODS 7871 N B FRESNO CA	70098164		183.47
1/17	ADOBE ACRO 8008336687 CA 8008336687 CA	70430781		14.99
1/17	PISMO'S CO FRESNO CA FRESNO CA 36599141	70430780		100.00
1/21	HOBBYLOBB 1760 WES HANFORD CA 36599141	71273140		9.65
1/21	GROCERY OU 410 WEST 7TH ST HANFORD CA	71295219		90.42
1/21	HOBBYLOBB 1760 WES HANFORD CA	71236581		130.17
1/21	DD'S DISCO UNTS #52 HANFORD CA	71265735		222.51
1/22	00009141 MACY'S 4888 N F FRESNO CA 36500141	70305191		337.81
1/23	PAYPAL *FA 2211 North Firs San Jose CA 36599141	70836101		35.00
1/23	WALGREENS 265 W FO COALINGA CA 36599141	70659242		82.17
1/24	CHEESECAKE FRESNO CA FRESNO CA	71313204		84.00

Page 3 of 3 Statement Number: 01/01/20 - 01/31/20

¢,

, 1 Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Reference	Amount
	36599141		TIDOTIL
1/24	SAVE MART# 275 E FOREST AV COALINGA CA 36500141	71420314	17.63
1/24	SHELL SERV SHELL COALINGA CA	71590391	54.49
1/27	CHIPOTLE 2 HANFORD CA HANFORD CA	73413656	1.56
1/27	HARRIS RAN COALINGA CA COALINGA CA 36590141	73413652	15.80
1/27	HARRIS RAN COALINGA CA COALINGA CA 36599141	73413654	16.34
1/27	HARRIS RAN COALINGA CA COALINGA CA	73413653	226.75
1/27	INN AT HAR COALINGA CA COALINGA CA	72562585	294.00
1/27	TROPICANA ASIAN MA LEMOORE CA 36599141	72142910	21.45
1/27	HOBBYLOBB 1760 WES HANFORD CA 36599141	72190827	93.87
1/27	AUTOZONE 45 WEST POLK ST COALINGA CA 36599141	72756009	265.79
1/28	BUSY BEE B COALINGA CA COALINGA CA	70155421	10.00
1/28	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	70062960	57.30
1/29	STARBUCKS COALINGA CA COALINGA CA 36599141	70792887	20.04
1/29	ADT SECURI WWW.ADT.COM FL WWW.ADT.COMFL 36599141	70792889	47.99
1/29	AUTOZONE 45 WEST POLK ST COALINGA CA 36599141	70842544	21.78
1/29	COSTCO GAS #065 N FRESNO CA 36599141	70985331	46.27
1/29	SAVE MART# 275 E FOREST AV COALINGA CA 36599141	71129531	91.20
1/29	JH TACKETT 329 W 7TH ST HANFORD CA 36599141	70878662	607.04
1/30	TOSHIKO JA HANFORD CA HANFORD CA 36599141	71440640	37.16
1/30	COALINGA F COALINGA CA COALINGA CA 36599141	71440639	45.61
1/30	AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL	71440638	87.93
1/30	36599141 RITE AID S 159 WEST POLK S COALINGA CA	71751045	26.00
1/31	CANVA* 025 8778877815 DE 8778877815 DE 36599141	72122664	12.95
Total		\$	4,789.79

Page 1 of 3 Statement Number: 11/30/19 - 12/31/19 For 24-hour Automated Direct Service 800-238-4486 800-226-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 265 W. ELM AVE Panking office at 559-935-1661 265 W. ELM AVE You may also access your account online at unionbank.com Did you from throw throad Book office Book office act in the structure Thank you for banking with us since 1987	2.T. Account Number:		Date Description/Location Reference Amount 12/2 MOBILE DEPOSIT # 9411312866 782.82295 5 45.00 12/2 MOBILE DEPOSIT # 9411312883 782.82397 45.00 12/2 MOBILE DEPOSIT # 9411312833 782.82397 45.00 12/2 MOBILE DEPOSIT # 9411312914 782.82463 45.00 12/2 MOBILE DEPOSIT # 9411312914 782.82463 45.00 12/2 MOBILE DEPOSIT # 9411312974 782.822463 45.00 12/2 MOBILE DEPOSIT # 9411312974 782.822949 45.00 12/2 MOBILE DEPOSIT # 9411312974 782.822949 45.00 12/13 UB SAVINGS TRANSFER 191223 XXXX3938 0102 63471789 5,000.00 12/13 UB SAVINGS TRANSFER 191223 XXXX3938 0102 63374486 5,000.00 12/23 UB SAVINGS TRANSFER 191223 XXXX3938 0102 633717489 5,000.00 12/23 UB SAVINGS TRANSFER 191223 XXXX3938 782.82949 45.00 12/23 UB SAVINGS TRANSFER 191223 XXXX3938 782.82949 45.00 12/23 UB SAVINGS TR
Page 1 of 3 Statement 11/30/19 - 1 1/30/19 - 1 1/30/19 - 1 1/30/19 - 1 800-238-44 800-238-44 Representa Representa	To open at or apply fo banking of You may a tunionba at unionba since 1987	am to 5:00 pm F	7,119.00 10,270.00 -10,894.59 6,494.41 5,330.54	X3938 0102 X3938 0102 X3938 0102 X3968 231662 231664 be located in the Pa
CA 90051-0380	R OF COMMERCE	1-6637, Mon - Fri 9:00	\$ -5,245.62 -3,619.32 -1,975.65 -54.00 \$ e waived.	Description/Location Description/Location MOBILE DEPOSIT # 9411312866 MOBILE DEPOSIT # 9411312865 MOBILE DEPOSIT # 9411312833 MOBILE DEPOSIT # 9411312893 MOBILE DEPOSIT # 9411312933 MOBILE DEPOSIT # 9411312933 MOBILE DEPOSIT # 941131293 XXXXX3938 0102 UB SAVINGS TRANSFER 191223 XXXXX3938 0102 UB SAVINGS TRANSFER 191223 XXXXX3938 0102 UB SAVINGS TRANSFER 191223 XXXXX3938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 0102 UB SAVINGS TRANSFER 191223 XXXX33938 10 SAVINGS TRANSFER 191223 XXXX33938 UB SAVINGS TRANSFER 191223 XXXX33938 10 SAVINGS TRANSFER 191223 XXXX300
STATEMENT OF ACCOUNTS UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	Business Advisor at 1-888-228-6637, Mon - Fri 9:00 am to 5:00 pm P.T. Summary	Balance on 11/30 \$ Additions Subtractions Checks Payments Purchases Other Withdrawals Balance on 12/31 \$ Statement Average Ledger Balance e of \$14.00 per month is currently w	Description/Location MOBILE DEPOSIT # 9411312866 MOBILE DEPOSIT # 9411312883 MOBILE DEPOSIT # 9411312893 MOBILE DEPOSIT # 9411312933 MOBILE DEPOSIT # 94131233 Jate Reference Amount 12/20 06878956 735.00 12/3 06782738 1,474.01 ing in sequence. Out of sequence check number 1,474.01
UNIONBANK OF UNION UNION COAL	COAI 265 V COAI	Business Value Checking Summary	Balance on 11/30 \$ Additions Additions Subtractions Checks Payments Payments Payments Pathore Other Withdrawals Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Date 12/2 12/2 12/2 12/2 12/3 12/3 12/3 12/3

Page 2 of 3 Statement Number: 11/30/19 - 12/31/19

Payments online and electronic banking

	Amount	163 56	101.66	410.61		500 00	1 015 06	1 320 43	3,619.32
		ь	•						\$
	Reference	52064000	54138857			54248290	54512203	59982992	
	Description/Location	Payroll Tax CCD 1173583	ATT Payment WEB 171601003MYW9R	8338 CCD	2KCY944CY910IT2	APPLECARD GSBANK PAYMENT WEB 2199276	IRS USATAXPYMT CCD 227975066040468	APPLECARD GSBANK PAYMENT WEB 2199276	
nuire narikirig	Date	12/3	12/4	12/5		12/16	12/16	12/20	Total

Purchases ATM card and Debit cardTM purch

Page 3 of 3 Statement Number: 11/30/19 - 12/31/19

Ý,

Purchases ATM card and Debit cardTM purchases

Date	Description/Location	Reference	Amount
12/12	ADOBE ACRO 8008336687 CA 8008336687 CA		14 99
	36599141		-
12/16	RITE AID S 159 WEST POLK S COALINGA CA	71400920	00.6
	36599141		0000
12/17	ADOBE ACRO 8008336687 CA 8008336687 CA	72732191	14 99
	36599141		222
12/18	LOS REYES COALINGA CA COALINGA CA	73457770	54 53
	36599141		00.to
12/18	SQU*SQ *LE LEMOORE CA LEMOORE CA	73457769	255 00
	36599141	-	00.004
12/19	VENMO 8558124430 NY 8558124430 NY	70316134	3.09
	36599141		222
12/19	VENMO 8558124430 NY 8558124430 NY	70316136	20.60
	36599141		00.04
12/19	STARBUCKS COALINGA CA COALINGA CA	70316133	24 74
	36599141		+
12/23	LOS REYES COALINGA CA COALINGA CA	73470253	35 55
	36599141		00.00
12/23	DENNY'S #1 1610 S HARBOR B ANAHEIM CA	72958228	124 72
	36599141		71.471
12/24	ULTA #636 168 NORTH 12TH HANFORD CA	70610805	118.51
	36599141		-
12/26	VENMO 8558124430 NY 8558124430 NY	70963583	72.10
	36599141		
12/30	ADT SECURI WWW.ADT.COM FL	73887516	47 90
	36599141		
12/31	CANVA* 025 8778877815 DE 8778877815 DE	70651336	12 05
	36599141		00.4
Total		C F	075 65
			co.c/e,i
uaing tees and adjustments	adiustments		

Other Withdrawals including fees and adjustments

Amount	45.00 9.00 54.00
Reference	99300265 \$
Description/Location	DEPOSITED ITEM RETURNED DEPOSITED ITEM RETURNED FEE
Date	12/5 12/5 Total

🚺 UmionBank		statement of account	Ø	Page 1 of 3 Statement 11/01/19 - 1	Page 1 of 3 Statement Number: 11/01/19 - 11/29/19	
	UNIC COAL PO B LOS	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES	CA 90051-0380	Telept For 24 800-23 800-82 Repres Monda	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	rvice
	COA 265 V COA	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	3ER OF COMMERCE	To ope or appl bankin, You ma at unioi	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	it online
	■ Did yc Busin	uu know Union Bank ol ess Advisor at 1-888-2	ffers same-business-day m '28-1943, Mon - Fri 9:00 an	Thank you since 1987 <i>erchant funding?</i> <i>n to 5:00 pm P.T.</i>	Thank you for banking with us since 1987 Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Advisor at 1-888-228-1943, Mon - Fri 9:00 am to 5:00 pm P.T.	ing a
Business Value Checking	cking Summary	nary			Account Number:	mber:
Balance on 11/1 \$ Additions Checks Subtractions Checks Payments Payments Paraments Checks Payments Payments Parameter Checks Payments Payments Parameter Checks Parameter Payments Parameter Parameter Parameter Other Withdrawals Balance of \$14.00 per month is currently waived. \$ Your monthly service charge of \$14.00 per month is currently waived. \$ Additions Date Description/Location Additions 11/17 UB SAVINGS TRANSFER 11/14 MOBILE DEPOSIT # 9411 11/14 11/14 MOBILE DEPOSIT # 9411 11/14	Balance on 11/1 Additions Subtractions Subtractions Balance on 11/29 Balance on 11/29 Statement Average arge of \$14.00 per mc arge of \$14.00 per mc 11/13 11/14 11/14 11/14	Balance on 11/1 \$ Additions Subtractions Subtractions Checks -3, Subtractions Checks -3, Payments Payments -3, Payments Payments -3, Payments Payments -3, Purchases -1, -1, Purchases -1, -1, Purchases -1, -1, Purchases -1, -1, Patement Average Ledger Balance -1, -1, Statement Average Ledger Balance -1, -1, e of \$14.00 per month is currently waived. -1, -1, I1/7 UB SAVINGS TRANSFER 191107 -1, 11/14 MOBILE DEPOSIT # 9411188025 -1, 11/14 MOBILE DEPOSIT # 9411188025 -1, 11/14 MOBILE DEPOSIT # 9411188025 -1,	(1) 5 4,831.86 10,422.77 -8,135.63 Checks -3,557.98 Payments -3,101.94 Purchases -1,474.81 ther Withdrawals -0.90 29 5 7,119.00 age Ledger Balance 8,281.47 month is currently waived. 8,281.47 Description/Location 8,281.47 MOBILE DEPOSIT # 9411188025 8,281.47	4,831.86 10,422.77 -8,135.63 7,119.00 8,281.47 8,281.47 1997335526	<i>Reference</i> 63112697 52871426 78501431 78501431	<i>Amount</i> 10,000.00 30.00 15.40
	11/15 11/18 11/18 11/18 11/18 11/18 11/20 Total	MUDILE DEPOSIT # 94 11194/08 INTUIT PYMT SOLN DEPOSIT CO FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB DNH*GODADD GODADDY.COM 0 DNH*GODADD GODADDY.COM 0 GODADDY.CO 02079792661 GB INTUIT PYMT SOLN DEPOSIT CO INTUIT PYMT SOLN DEPOSIT CO	MUDILE DEFUSIL# 94111940/8 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB DNH*GODADD GODADDY.COM GB GB DNH*GODADD GODADDY.COM GB GB BNH*GODADD GODADDY.COM GB GB INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526	1997335526 1997335526 1997335526	78503591 55812032 65017038 65017039 65017039 65017040 70217161 70217164 50137136 55605522 \$	45.00 65.00 0.30 0.30 0.30 15.49 15.49 15.49 145.00 145.00 145.00
Checks	Number 231655 231656 231658*	Date Reference 11/13 75019812 11/5 06066080 11/4 06067150	<i>Amount</i> 400.00 200.00 1,473.99	Number 231659 231660	Date Reference 11/20 27751194 11/18 07527818	Amount 10.00 1,473.99

Page 2 of 3 Statement Number: 11/01/19 - 11/29/19

Checks

A.

teference Amount	\$ 3,557.98
Date R	
Number L	
Amount	Total *Checks mission in semience Out of semience check numbers may cleable to best of the semience Out of semience check numbers
Reference	nitence Out of se
Date	sina in se
Number	Total * Checks mis

Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

Payments online and electronic banking

e and electronic banking			
Date	Description/Location	Reference Amount	tat
11/4	Pavroll Tax CCD 1173583	e	
11/6	ATT Payment TEL 773509003EVR1E	•	00 4 7
11/7	IRS USATAXPYMT CCD 227971166017218		0.0
11/12	APPLECARD GSBANK PAYMENT WFR 2100276		5.2
11/13	INTUIT PYMT SOLN TRAN FEF CON	50870874 52870874	- C
			71
11/15	INTUIT PYMT SOLN TRAN FEE CCD) 55812997 2.46	46
	97335526		
11/20	INTUIT PYMT SOLN TRAN FEE CCD	0 50137516 1.27	27
11/26	INTUIT PYMT SOLN TRAN FEE CCD	0 55605032 E 18	ă
	524771997335526	400000000000000000000000000000000000000	<u>o</u>
11/29	APPLECARD GSBANK PAYMENT WEB 2199276	58922171 705.58	58
lotal		\$ 3,101.94	94
card and Debit card [™] purchases	chases		
Date	Description/Location	Reference Amount	pt
11/4	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/	72833443 \$ 14.16	10
	58536301		
11/4	CAMPUS DRI COALINGA CA COALINGA CA	71923546 16.20	20
11/4	INTUIT *QU 800-446-8848 CA 800-446-8848 CA	72833442 T5 00	ç
	58536301		S
11/6	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	70320753 39.00	8
11/6	DOLLAR GEN ELM COALINGA CA	70131806	ç
	58536301	20./9	2
11/7	DNH*GODADD GODADDY.COM GB GB	71013430 15.46	46
11/12	ADOBE ACRO 8008336687 CA 8008336687 CA	70713551 14.99	66
11/12	VENMO 8558124430 NY 8558124430 NY	73057002 15.45	15
11/12	58536301 TOSHIKO JA HANEORD CA HANIEORD CA		
	58536301	10/13002	0
11/12	PEACH STAT 390 W SHAW AVE CLOVIS CA	72632256 20.00	0
11/12	28336301 PETSMART # 288 N. 12TH AVE HANFORD CA	70184620	2
	58536301		<u></u>
11/15	DNH*GODADD GODADDY.COM GB GB	72765596 15.45	15
11/18	EXPEDIA 74 EXPEDIA.COM WA EXPEDIA.COM	70217158 2.13	<u>0</u>
11/18	58536301 ADOBE ACRO 8008336687 CA 8008336687 CA	71111765	ç
	58536301	14.39	ñ
11/18	GODADDY.CO 02079792661 GB GB 58536301	70217159 15.49	61

Purchases ATM ca

Page 3 of 3 Statement Number: 11/01/19 - 11/29/19

Purchases ATM card and Debit cardTM purchases

וווו כמות מוות הכתוו רמות	pulciases		
Date	Description/Location	Reference Amount	12
11/18	EXPEDIA 74 EXPEDIA.COM WA EXPEDIA.COM 70217160		
	WA		S
	58536301		
11/18	STARBUCKS COALINGA CA COALINGA CA	7111762 34 24	2
	58536301		t
11/18	UNITED 0 800-932-2732 TX 800-932-2732 TX	71111761 86.99	66
	58536301		,
11/18	ALASKA A 0 SEATTLE WA SEATTLE WA	71111764 179 00	ç
	58536301		Ş
11/18	MICHAELS S 255 W SHAW AVE CLOVIS CA	71425473 46 17	٢
	58536301		_
11/26	WALGREENS 265 W FO COALINGA CA	73269308 38 11	Ŧ
	36599141		-
11/27	USPS PO 0 218 W DU COALINGA CA	73844263 110 00	ç
	36599141		2
11/27	TARGET T- 140 N 12 Hanford CA	70074816 125 00	ç
	36599141		2
11/27	COSTCO WHS E #12 HANFORD CA	70025271	ų
	36599141		2
11/29	CHEVRON 02 COALINGA CA COALINGA CA	70497141 34 36	u
	36599141		2
11/29	PP*VANTREO SANTA ROSA CA SANTA ROSA 70497142	70497142 106 35	ú
	CA		2
	36599141		
11/29	SAVE MART# 275 E FOREST AV COALINGA CA	70216382 81 60	0
	36599141		D
Total			Ľ
		\$ 1,474.81	2
awale including food on	ما مارا، مواجعة مارد.		
avais including lees and adjustments	id adjustments		
Date	Description/l ocation	Defense	ŀ

Other Withdrav

Amount	0.30 0.30 0.30 0.90
	ю м
Reference	65005724 65007074 65017041
Description/Location	FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB FOREIGN PURCHASE FEE GB
Date	11/7 11/15 11/18 Total

● TATEMENT ● FACCOUNTS ● NION BANK ON S 512380 CA UNION BANK COALINGA AREA CHAMBER OF COMMERS COALINGA AREA CHAMBER OF COMMERS COALINGA AREA CHAMBER OF COMMERS COALINGA CA 33210-1709 COALINGA AREA CHAMBER OF COMMERS COALINGA CA 33210-1709 CA CA		Image: State ment and state for the state of the sta	e-business- Mon - Fri 5 Mon - Fri 55 -1,55 -1,55 OSIT CCD OSIT CCD OSIT CCD OSIT CCD OSIT CCD OSIT CCD OSIT CCD	Page 1 of 3 Statement Number 10/01/19 - 10/31/19 10/01/19 - 10/31/19 Telephone Bankin For 24-hour Automa 8000-238-4486 8000-238-4486 8000-238-4486 8000-238-74486 8000-238-74486 8,854.94 10,615.05 5,00 pm P.T. 77282 524771997335526 58953 524771997335526 58954 50	Page 1 of 3 Statement Number: 10/01/19 - 10/31/19 For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Fepresentatives are available Monday through Saturday To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com Thank you for banking with us since 1987 Thank you for banking with us ti funding? Learn more by contacting a 00 pm P.T. Account Number: S.05	
Payments online and electrol	23 1048 231649 231650 Total lectronic banking Date	N 10		231651 10 231652 10 231653 10 231653 10	10/21 75010188 10/23 06832966 10/21 75770787 \$	600.00 900.00 80.00 5,007.94
	Date 10/2 10/9 10/15	Description/Location Payroll Tax CCD 1173583 INTUIT PYMT SOL 524771997335526 IRS USATAXPYMT CCD 2	<u>Description/Location</u> Payroll Tax CCD 1173583 INTUIT PYMT SOLN TRAN FEE 524771997335526 IRS USATAXPYMT CCD 227968866045610	Reference 50353938 50353938 CCD 57892685 51398559	<i>nce</i> 338 \$ 585 559	Amount 163.55 3.05 1,015.02

\$

a È

.

Page 2 of 3 Statement Number: 10/01/19 - 10/31/19

Payments online and electronic banking

	Amount		1.27		17.1		18.7	750 75	C/.6C2	17.1	301 11	14.100	\$ 1,823.56	
	Reference	EAGEAADT	044004	58558171		FEE CCD 58950620	~~~~~	52097161	FEE CCD 58354965		50394911			
			2000	000)	000)		CCD)	9276			
			1 1 -	11 11 11	 	Ш	 				EB 2199			
		TRAN		TRAN		TRAN		WEB	TRAN		IENT WE			
	-	SOLN		SOLN		SOLN		04012000	SOLN		NK PAYN			
	Description/Location	INTUIT PYMT SOLN TRAN FEE CCD 64364407	524771997335526	INTUIT PYMT SOLN TRAN FFF CCD 58558171	524771997335526	INTUIT PYMT SOLN TRAN	524771997335526	Broadcast Music 8004012000 WEB	INTUIT PYMT SOLN TRAN	524771997335526	APPLECARD GSBANK PAYMENT WEB 2199276			
	Descr	INTU	52477	INTU	52477	INTU	52477	Broad	INTU	52477	APPLE			
NIIC DELINING	Date	10/16		10/21		10/21		10/24	10/30		10/31	Total		

	purchases		
Date	Description/Location	Reference	Amount
10/1	CANVA* 024 8778877815 CA 8778877815 CA	71546088 \$	12.95
10/3	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	73104592	30.00
10/3	58536301 INTLIT *OIL 800 440 5040 04 000 440 000		00.80
200	58536301	73104594	56.00
10/4	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/	73823243	14 16
	BIL WA 58536301		-
10/4	TARGET T- 140 N 12 Hanford CA	70292171	77.18
10/7	ARCO #4249 5 HANFORD CA	70788151	10 V V
	58536301		44.33
10/15	INTUIT *QU 800-446-8848 CA 800-446-8848 CA 58536301	70084588	12.25
10/15	ADOBE ACRO 8008336687 CA 8008336687 CA	72408656	14.99
10/15			2011
CI /01	HINU UISHI FRESNO CA FRESNO CA 58536301	73375994	40.00
10/15	E/P*CARD 8002435160 CT 8002435160 CT	72408653	00 207
	58536301		101.32
10/15	PEACH STAT 390 W SHAW AVE CLOVIS CA	72690820	30.01
	58536301		10.00
10/15	APPLE STOR E #R236 FRESNO CA	71891009	86.28
10/17	ADOBF ACRO RUD8336687 CA RUD82366637 CA		
	58536301	11411401	14.99
10/18	VENMO 8558124430 NY 8558124430 NY 58536301	72187417	11.33
10/18	SAVE MART# 275 E FOREST AV COALINGA CA	72444054	72.38
10/21	COALINGA H COALINGA CA COALINGA CA	73523451	55.56
10/21	VENMOS 8558124430 NY 8558124430 NY 8853204	70556408	103.00
10/21	RT# 275 E FOREST AV COALINGA CA	73223109	52.26
10/23	024 8778877815 CA 8778877815 CA	71905053	
			00.1
10/23	CANVA* 024 8778877815 CA 8778877815 CA 58536301	71905052	1.00
10/24	DNH*GODADD 480-5058855 AZ 480-5058855 AZ	72589930	2.74

Page 3 of 3 Statement Number: 10/01/19 - 10/31/19

\$

*

Date	Description/Location	Reference	Amount
	58536301		
10/24	CHEVRON 02 COALINGA CA COALINGA CA 58536301	72589929	40.00
10/24	THE STANDA FRESNO CA FRESNO CA	72589928	44.81
10/25	IN N OUT B CLOVIS CA CLOVIS CA	73311279	12.85
10/28	DOTERRA*IN 800-411-8151 UT 800-411-8151 UT 58536301	70736200	53.06
10/28	COSTCO GAS #136 CLOVIS CA 58536301	70879616	40.59
10/28	COSTCO WHS E #13 CLOVIS CA 58536301	70873033	101.83
10/29	WENDY'S 04 FRESNO CA FRESNO CA	71947254	9.91
10/29	EXPEDIA 74 EXPEDIA.COM WA EXPEDIA.COM 71947253 WA	71947253	19.00
10/29	58536301 OLIVE GARD CLOVIS CA CLOVIS CA	71947252	43.64
10/29	58536301 HINO OISHI FRESNO CA FRESNO CA 58536301	71947255	69.00
10/29	SECURI WWW.ADT.COM T.COMFL	FL 72274912	95.98
10/29	UNITED 0 800-932-2732 TX 800-932-2732 TX 58536301	72274911	118.00
10/30	NEW CHINA COALINGA CA COALINGA CA 58536301	72933184	18.50
10/31	CANVA* 024 8778877815 DE 8778877815 DE 58536301	73608106	12.95
10/31	VENMO 8558124430 NY 8558124430 NY 58536301	73608109	24.72
Total		\$	1,554.19

UnionBank	() () ()	tatement Faccounts		Page 1 of 3 Statement Number: 08/31/19 - 09/30/19	
	UNION COALI PO BO LOS A	BANK NGA 0390 X 512380 NGELES	CA 90051-0380	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	Direct Service ilable iy
	COA 265	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	R OF COMMERCE	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	urts, urt 5-1661 ur account online
	 Did y Busir 	ou know Union Bank offer. Dess Advisor at 1-844-827-	s same-business-day merc 6282. Mon - Fri 9:00 am tc	Thank you for banking with us since 1987 Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Advisor at 1-844-827-6282. Mon - Fri 9:00 am to 5:00 pm P.T.	ith us <i>y contacting a</i>
Business Value Checking		mary		Ac	Account Number
Days in statement period: 31 A S S B	31 Balance on 8/31 Additions Subtractions Balance on 9/30	on 8/31 \$	-2,959.00 -764.57 -2,416.57	15,645.19 1,110.00 -6,140.14 10,615.05	
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Statemen e of \$14.0	Statement Average Ledger Balance e of \$14.00 per month is currently w		13,531.42	
Checks	Date 9/3 9/18 9/24 Total	Description/Location INTUIT PYMT SOLN DEPOSIT CCD INTUIT PYMT SOLN DEPOSIT CCD OFFICE DEPOSIT INTUIT PYMT SOLN DEPOSIT CCD	Description/Location INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 OFFICE DEPOSIT OFFICE DEPOSIT INTUIT PYMT SOLN DEPOSIT CCD 524771997335526	Reference 77335526 59837246 77335526 52232374 75756573 37335526 51757893	Amount \$ 55.00 30.00 995.00 30.00 30.00 \$ 1,110.00
ts online and e	Number 231645 231646 Total ectronic banking	Date Reference 9/20 75772605 9/12 07510500	<i>Amount</i> 200.00 1,474.00	<u>Number Date Reference</u> 231647 9/26 06066514	e Amount 1 1,285.00 \$ 2,959.00
	<u>Date</u> 9/3 9/4 9/6 9/16		N TRAN FEE N TRAN FEE A EPMT CCD 33157 227965966043002	Reference CCD 59837063 CCD 5232334 CCD 52389115 25 56473181 53261740 532261740	Amount \$ 2.12 1.27 81.78 170.60 507.53

5

s,

Page 2 of 3 **Statement Number:** 08/31/19 - 09/30/19

Payments online and electronic banking

Amount		17.1	\$ 764.57
Description/Location Reference	SOLN TRAN FEE CCD 51	524771997335526	
Date	9/24		lotal

d Debit card™ purchases	burchases		
Date	Description/Location	Reference	
9/3	CANVA* 024 8778877815 CA 8778877815 CA 58536301	70303281	\$ 12.95
9/3	VENMO 8558124430 NY 8558124430 NY 58536301	70303283	28.84
9/3	COALINGA H COALINGA CA COALINGA CA 58536301	70303284	54.12
9/3	INTUIT *QU 800-446-8848 CA 800-446-8848 CA 58536301	70910081	56.00
9/4	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/ BIL WA	/ 71642883	14.16
9/4	58536301 58536301 58536301	71642882	39.00
6/6	CHEVRON 02 COALINGA CA COALINGA CA 58536301	71439548	30.00
6/6	TARGET T- 900 Shaw Clovis CA 58536301	73734189	169.67
9/11	NEW CHINA COALINGA CA COALINGA CA 58536301	72779625	35.00
9/12	ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	73471794	14.99
9/12	CHEVRON 02 COALINGA CA COALINGA CA 58536301	73471791	20.00
9/13	COALINGA F COALINGA CA COALINGA CA	70300564	152.40
9/16	STARBUCKS CLOVIS CA CLOVIS CA	72725414	8.20
9/16	PANERA BRE CLOVIS CA CLOVIS CA 58536301	72725415	24.04
9/16	DOTERRA 3472153202 NY 3472153202 NY 58536301	72725413	24.25
9/16	CHAPEL GRA 4246443120 CA 4246443120 CA 58536301	72725412	80.00
9/16	HARRIS RAN COALINGA CA COALINGA CA 58536301	71673565	100.00
9/16	E/P*FIGHT 8002435160 CT 8002435160 CT 58536301	71673551	107.92
9/16	PEACH STAT 390 W SHAW AVE CLOVIS CA 58536301	71858232	37.01
9/17	CANVA* 024 8778877815 CA 8778877815 CA 58536301	73209968	1.00
9/17	ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	73209970	14.99
9/18	VENMO 8558124430 NY 8558124430 NY 58536301	73872873	25.75
9/18	558124430 NY 8558124430 NY	73872872	82.40
9/18	ATT*BILL P 800-288-2020 TX 800-288-2020 TX 58536301	73872870	291.09
9/20	CHEVRON 02 COALINGA CA COALINGA CA	71400339	56.00

Page 3 of 3 **Statement Number[.]** 08/31/19 - 09/30/19

i. , Purchases ATM card and Debit cardTM purchases Date Description/Locatio

1.

Date	Description/Location	Reference Amount	ount
	58536301		
9/23	VENMO 8558124430 NY 8558124430 NY	73660377 41.	41.20
	58536301		
9/23	RITE AID S 159 WEST POLK S COALINGA CA	73744779 19.	19.00
	58536301		
9/23	RAMEN ICHI 1041 E SHAW AVE FRESNO CA	71858155 60.	60.00
	58536301		
9/25	CAFE 101 COALINGA CA COALINGA CA	71074436 27.	27.00
	58536301		
9/25	LOS REYES COALINGA CA COALINGA CA	71074439 34.	34.00
	58536301		
9/25	EB REEDLEY 8014137200 CA 8014137200 CA	71074437 38.	38.77
	58536301		
9/26	DOTERRA*IN 800-411-8151 UT 800-411-8151 UT	71759002 25.	25.82
	58536301		
9/27	CHEVRON 02 COALINGA CA COALINGA CA	72484097 40.0	40.00
	58536301		
9/27	LABOR LAW 8773214144 MI 8773214144 MI	72484096 587.00	00.7
	58536301		
9/30	RITE AID S 159 WEST POLK S COALINGA CA	70586809 24.0	24.00
	58536301		
9/30	PEACH STAT 390 W SHAW AVE CLOVIS CA	70053188 40.0	40.00
	58536301		
Total		<u>\$ 2.416.57</u>	6.57

アATEMENT FACCOUNTS Page 1 of 4 Statement Number: 08/01/19 - 08/30/19	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES CA 90051-0380 Representatives are available Monday through Saturday	To open additional accounts, COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709 To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987 Business Advisor at 1-844-827-6282, Mon - Fri 9:00 am to 5:00 pm P.T.	Account Number:	con 8/1 \$ \$ 25,355.35 s 1,073.63 ions Checks -6,513.28 Payments -1,769.17 Purchases -2,501.34 s 15,645.19	Statement Average Ledger Balance 20,311.48 arge of \$14.00 per month is currently waived.	Description/Location Reference Amount OFFICE DEPOSIT 77279712 \$ 1,043.63 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 57351037 30.00 \$ 1,073.63 57351037 \$ 1,073.63	Number Date Reference Amount Number Date Reference Amount 231635 8/19 75013449 457.52 231640 8/20 07637844 490.00 231637 8/1 06754530 1,473.99 231641 8/21 75000834 525.00 231638 8/14 07523824 1,473.99 231644 8/30 08267116 1,474.01 231639 8/20 06808628 98.09 231644* 8/30 08267116 1,474.01 231631 state 1 231644* 8/30 08267116 1,474.01 201 506808628 98.09 231644* 8/30 08267116 1,474.01 Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement. 5 6,513.28	ng Description/Location Reference Amount Payroll Tax CCD 1173583 53015355 \$ 245.33 IRS USATAXPYMT CCD 227962766067420 53717612 1,522.57 INTUIT PYMT SOLN TRAN FEE CCD 57351992 1.27 524771997335526 1.27 517697335526 5351992 1.27 5176973
STAT W UnionBank OF AC	UNION BAL COALINGA PO BOX 5: LOS ANGEI	COALINGA 265 W. ELN COALINGA	 Did you kno Business Aa 	Business Value Checking Summary Days in statement period: 30	Balance Additions Subtracti Balance	Statement Avera Your monthly service charge of \$14.00 per n	Date 8/19 8/29 Total		Payments online and electronic banking Date Di 8/15 IR 8/29 IN 8/29 IN 70tal 52

ъ.

Page 2 of 4 **Statement Number:** 08/01/19 - 08/30/19

~

Purchases ATM card and Debit card™ purchases Date Description/Location

Date	Description/Location		
8/2	DNH*GODADD 480-5058855 A7 480-5058855 A7	Reference	Amount
:	58536301 58536301	\$ 1.060141	36.00
8/2	CHEVRON 02 COALINGA CA COALINGA CA 58536301	71085139	41.77
8/2	DOTERRA*IN 800-411-8151 UT 800-411-8151 UT 58536301	71085137	56.61
8/2	SAVE MART# 88.CO COALINGA CA 58536301	70818724	16.32
8/5	UBER TRI 8005928996 CA 8005928996 CA 58556301	73401140	10.60
8/5	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/ BII WA	73401142	14.16
8/5	58536301 CHEVRON 02 COALINGA CA COALINGA CA	73401143	25.00
8/5	0000001 INTUIT *PA 888-537-7794 CA 888-537-7794 CA	72482407	39.00
8/5	STARBUCKS COALINGA CA COALINGA CA	73401141	53.85
8/5	0000000 INTUIT *QU 800-446-8848 CA 800-446-8848 CA 58536301	72482408	56.00
8/6	UBER TRI 8005928996 CA 8005928996 CA 58536301	70199089	3.00
8/6	MIKUNI JAP SACRAMENTO CA SACRAMENTO	70199090	60.00
8/7	58536301 BURGERS AN SACRAMENTO CA SACRAMENTO	70905894	12 46
8/7	58536301 HYATT REGE SACRAMENTO CA SACRAMENTO	70905895	25.00
8/8	36301 TSHOPHY SACRAMENTO CA SACRAMENTO	71619505	5.99
8/8	58536301 SQ *SQ *GR SACRAMENTO CA SACRAMENTO	71619504	9.25
8/8	36301 ATT REGE SACRAMENTO CA SACRAMENTO	71619508	13.05
8/8	36301 ATT REGE SACRAMENTO CA SACRAMENTO	71619507	40.00
8/8	36301 NT REGE SACRAMENTO CA SACRAMENTO	71619506	84.89
8/8	3536301 ROPICANA ASIAN MA LEMOORE CA 5536301	71760664	14.99
8/9	l 8005928996 CA 8005928996 CA	72350022	3.00
6/8	I 8005928996 CA 8005928996 CA	72350023	5.94
8/9	EGE SACRAMENTO CA SACRAMENTO	72350027	15.00
	58536301		

Page 3 of 4 Statement Number: 08/01/19 - 08/30/19

¢.

	purchases	
Date		Ar
0/3	AMITKAN PUS WASHINGLUN DU WASHINGLUN DC	12350024 17.00
8/9	58536301 TST* PAESA SACRAMENTO CA SACRAMENTO	72350029 35.00
8/12	58536301 HYATT REGE SACRAMENTO CA SACRAMENTO	73690851 8.92
R/12	СА 58536301 АПЛЯЕ *АГР 8008336687 СА 8008336697 СА	706030EE
8/12	HYATT REGE 8885884384 CA 8885884384 CA 58536301	73690850 719.40
8/12	SHELL SERV SHELL FRESNO CA	73223068 26.00
8/13	BESTURE BESTUR	71361853 127.43
8/14	CANV201 CANV201 565201	72048857 1.00
8/14	STARBUCKS COALINGA CA COALINGA CA	72048858 5.90
8/15	SUBWAY COALINGA CA COALINGA CA	72757951 20.25
8/15	58536301 58536301 58536301	72757952 107.92
8/16	SQU*SQ *CE FRESNO CA FRESNO CA	73491181 45.00
8/19	2020001 ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	70940400 14.99
8/22	LOS REYES COALINGA CA COALINGA CA	73892123 31.00
8/22	CHEVRON 02 COALINGA CA COALINGA CA	73892122 31.99
8/22	AT&T *PA 800-288-2020 TX 800-288-2020 TX 58536301	73892121 150.67
8/26	DOTERRA*IN 800-411-8151 UT 800-411-8151 UT 58536301	72964380 25.82
8/26	NEW CHINA COALINGA CA COALINGA CA 58536301	72059091 35.00
8/26	SAVE MART# 88.CO COALINGA CA 58536301	73053444 17.41
8/27	CHEVRON 02 COALINGA CA COALINGA CA	73628405 46.72
8/27	20230301 ADTSECURIT 800-238-2727 FL 800-238-2727 FL 58536301	73628406 100.00
8/27	JH TACKETT 559-5825200 CA 559-5825200 CA 58536301	73628408 149.94
8/28	COST LESS 102 S 11TH AVE HANFORD CA 58536301	70687292 9.04
8/28	SAVE MART# 88.CO COALINGA CA	70802117 15.08
8/30	C200004 024 8778877815 CA 8778877815 CA 58536301	71823048 1.00
8/30	CAFE 101 COALINGA CA COALINGA CA	71823046 25.00
8/30	ADTSECURIT 800-238-2727 FL 800-238-2727 FL	71823049 76.99

Page 4 of 4 **Statement Number: (** 08/01/19 - 08/30/19

	1	Anouna	\$ 2,501.34	
	Reference			
pulciases	Description/Location	58536301		
in the pain and pain and	Date		Total	

ņ						
🔰 UnionBank	ф 0 0	atement accounts	60	Page 1 of Statemen 06/29/19 -	Page 1 of 3 Statement Number: 06/29/19 - 07/31/19	
	UNION F COALING PO BOX LOS ANG	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES	CA 90051-0380	Telephone Ba For 24-hour Ai 800-238-4486 800-826-7345 Representativ Monday throug	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	vice
	COAI 265 V COAI	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	ER OF COMMERCE	To open additional or apply for loans, banking office at 5 You may also acce	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online	t online
				Thank you since 1987	Thank you for banking with us since 1987	
	Did yc Busin	Did you know Union Bank of Business Advisor at 1-844-8	Did you know Union Bank offers same-business-day merchant funding? Learn more by Business Advisor at 1-844-827-6282, Mon - Fri 9:00 am to 5:00 pm P.T. (excluding fede	nerchant funding m to 5:00 pm P.1	merchant funding? Learn more by contacting a am to 5:00 pm P.T. (excluding federal holidays)	ing a ays)
Business Value Checking	cing Summary	nary			Account Number:	mber:
Days in statement period: 33 P	33 Balance on 6/29 Additions Subtractions Balance on 7/31	n 6/29 \$ ns Checks Payments Purchases	-34,567.77 -594.79 -907.33	60,604.81 820.43 -36,069.89 25,355.35		
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Statement ge of \$14.0	Statement Average Ledger Balance e of \$14.00 per month is currently w	ice y waived.	50,269.16		
Additions	Date 7/2 7/5 7/15 7/15 T /29	Description/Location INTUIT PYMT SOLN INTUIT PYMT SOLN INTUIT PYMT SOLN OFFICE DEPOSIT	Description/Location INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 OFFICE DEPOSIT	1997335526 1997335526 1997335526	Reference 59911128 \$ 53507356 52419944 75762783	Amount 75.00 15.00 50.00 680.43 820.43
Checks	Number 231623 231626* 231620* 231620* 231630 70tal * Checks mi	Date Reference 7/2 08312352 7/9 07519952 7/16 06791586 7/16 06791570 7/124 07553228 ssing in sequence. Out of sec	Number Date Reference Amount Number Date Reference 231623 7/2 08312352 126.92 231631 7/29 06052754 231626* 7/9 07519952 250.00 231633* 7/29 06052754 231627* 7/9 07519952 250.00 231633* 7/29 06552898 231629* 7/16 06791586 1,473.399 231636* 7/29 07535266 231629* 7/16 06021970 1,474.01 231636* 7/24 06789360 231630 7/24 07553228 174.06 231636* 7/24 06789360 231630 7/24 07553228 174.06 231636* 7/24 06789360 231630 7/24 07553228 174.06 231636* 7/24 06789360 231631 7/24 075553228 174.06 231636* 7/24 06789360 2041 231636* 7/24 06789360 7/24<	Number L 231631 7 231633* 7 231634* 7 231636* 7 231636* 7 be located in the Pay	Date Reference 7/29 06052754 7/29 06852898 7/29 07535266 7/24 06789360 7/24 06789360 \$	Amount 40.00 570.64 30,456.25 34,567.77
Payments online and electr	ectronic banking Date 7/2 7/2	Description/Location INTUIT PYMT SOL 524771997335526 Payroll Tax CCD 1173583	<u>on</u> SOLN TRAN FEE 3 173583	Reference E CCD 59914016 50110952	ence \$	Amount 2.80 81.77

ź

f 3	nt Number:	- 07/31/19
Page 2 of 3	Statemen	06/29/19

Payments online and electronic banking

		Amount	9F 0	0.70		1 05	CP.1			10.10c	a 534.79	
	Reference		D 53505829			CCD 52422241			51530370	2 0000 0		
	Description/Location		INIUII PYMI SOLN TRAN FEE CCD 53505820	524771997335526	THIT PVMT SOLN TRAN FFF 55	TOTAL TIME SOLN TAN FEE CC	524771997335526		ING USALAAFTMIL UCU 22/95966040312			
2	Date D	7/6 11		Ω.	7/15 11			7/15 10		Total		

7/3 7/5 7/5		Reference		,
7/5 7/5	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	72910265	Ś	Amount 39.00
/5	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/	73684058		14 46
/5	BIL WA 58536301			14.10
	0000000 INTUIT *QU 800-446-8848 CA 800-446-8848 CA 58536301	73684057		56.00
7/10	DOTERRA*IN 800-411-8151 UT 800-411-8151 UT 58536301	70013290		34.87
7/12	ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	71445132		14.99
7/16	TRAVEL INS 8007296021 VA 8007296021 VA	70480165		34.00
7/16	AMTRAK 1 8008727245 DC 8008727245 DC	70480166		131.00
7117	ADOBE *ACR 8008336687 CA 8008336687 CA	71187581		14.99
71/7	EHOME AMER 859-2310054 KY 859-2310054 KY 5853201	71187582		75.00
7122	TACOSON TACOSON RESTOR Y MA COALINGA CA COALINGA CA	70957060		10.58
7/22	NEW CHINA COALINGA CA COALINGA CA	70174240		22.65
7/22	E/P*0CEAN 8002435160 CT 8002435160 CT	70174239		107.92
7/23	(TP AMZN.COM/BIL WA AMZN.COM/BIL	71633625		45.99
7/24	5001 POSTA COALINGA CA COALINGA CA	72307104		14 01
7/25	38336301 AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL WA	73028075		13.97
7/25	36301 ZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL	73028076		19.98
7/26	36301 FERRA*IN 800-411-8151 UT 800-411-8151 UT	73751072		25.82
7/26	TRE 201 W POLK ST COALINGA CA	70239414		13.72
7/26	GAS #124 HANFORD CA	70074325		27.63
7/29	N 02 COALINGA CA COALINGA CA	72050237		50.00
7/29	AN COALINGA CA COALINGA CA	72050239		91.98
7/29	WM SUPERCE Wal-Mart Super FRESNO CA 7	70493172		13.73

Page 3 of 3 **Statement Number**: 06/29/19 - 07/31/19

26

,

Date	Description/Location	Reference	Amount
	58536301		
7/31	DOTERRA*IN 800-411-8151 UT 800-411-8151 UT	73402918	35.34
	58536301		
Total			\$ 907.33

Umion Bank		S	TEMENT Accounts		Page 1 of 2 Statement 06/01/19 - (Page 1 of 2 Statement Number: 06/01/19 - 06/28/19	mber: :8/19	
	UNIO COAL PO B LOS LOS	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES LOS ANGELES		CA 90051-0380	Teleph For 24 800-23 800-82 Repres Monda	Telephone Banking For 24-hour Automat 800-238-4486 800-826-7345(TDD) Representatives are Monday through Satı	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	rvice
	COA 265 V COA	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	COALINGA AREA CHAMBER 265 W. ELM AVE COALINGA CA 93210-1709	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	To ope or appl bankin You ma	n additic ly for loa g office a	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online	at online
					at unionba Thank you since 1987	at unionbank.com Thank you for ban since 1987	ат илюлралк.com Thank you for banking with us since 1987	
Business Value Checking Summary	 ding Sumr 	nary					Account Number:	mber:
Days in statement period: 28	28							
	Balance on 6/1 Additions Subtractions	on 6/1 ins	Checks &	-22,173.53	34,878.35 50,835.00 -25,108.54			
		B	Payments Purchases Other Withdrawals	-1,767.90 -1,008.11 -159.00				
	Balance on 6/28	on 6/28	S		60,604.81			
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Statement ge of \$14.0	t Averag 0 per mo	Statement Average Ledger Balance e of \$14.00 per month is currently w	aived.	45,916.52			
Additions								
	Date 6/17	OF	Description/Location OFFICE DEPOSIT				Reference	Amount
Checks		5				0		00.000,00
	Number	Date	Reference	Amount	Number	Date	Reference	Amount
	231567	6/3 6/5	06789340	425.00	231605	6/7	08279832	295.50
	231579*	c/o 9/3	06808992 06808992	1,000.00	231606 231607	6/17 6/14	06768162 06787446	2,052.00 1 163 73
	231580	6/3	06808952	100.00	231608	6/13	12009494	701.00
	231582" 231591*	6/17	06034228 06768074	100.00 101 37	231609	6/14	08279836	164.61
	231593*	6/3	08327286	30.00	231611	o/ 14 6/13	06131572	375.00 75.00
	231594 231506	6/3 e/4	08327284 06110250	400.00	231614*	6/27	06081898	1,308.00
	231596	0/4 6/25	06008008	200.00	231616* 231617	6/14 6/28	08258246 08348316	1,474.01 4 686 36
	231597	6/11	08275492	92.00	231618	6/25	07560294	1,192.00
	231599 231599	6/3 6/4	06110814 76051400	333.00 200.00	231619 231620	6/27 6/28	06081900 06035014	408.00 867.00
	231602*	6/12	37453356	3,000.00	231622*	0/25 6/25	80500408	607.UU 48.59
	Total	110	082/9834	481.36	231625*	6/25	37819377 \$	600.00
	* Checks mi	issing in se	quence. Out of sequen	Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.	be located in the F	ayments s	section of your statemen	

Page 2 of 2 **Statement Number:** ' 06/01/19 - 06/28/19

Payments online and electronic banking

Amount	1,522.57 245.33 1,767.90
	ся ся
Reference	57680731 53370348
Description/Location	IRS USATAXPYMT CCD 227956166046496 Payroll Tax CCD 1173583
Date	6/10 6/14 Total

Purcha

6/3 6/3 6/4 6/11 6/12 6/12	rescription/rencation	Reference	Δr	Amount
6/3 6/4 6/11 6/12 6/12	E/P*GAIMAN 8002435160 CT 8002435160 CT 58536301	70383045	\$	43.14
6/3 6/4 6/11 6/12 6/17 6/19	INTUIT *QU 800-446-8848 CA 800-446-8848 CA 58536301	70383044	,	48.00
6/4 6/11 6/12 6/17 6/19	SUNTENDER 9259488788 CA 9259488788 CA 58536301	73305404	55	550.00
6/4 6/11 6/17 6/19	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/ 71107500 BIL WA	/ 71107500	-	14.16
6/11 6/12 6/19	58536301 INTUIT *PA 888-537-7794 CA 888-537-7794 CA	71107501		39.00
6/12 6/17 6/19	28230301 TULARE CHA 559-686-1547 CA 559-686-1547 CA 55222304	72350131	ю	30.00
6/19	20220201 ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	73053471	+	14.99
6/19	ADOBE *ACR 8008336687 CA 8008336687 CA	72874135	<i>~</i>	14.99
	COMPUSITION COALINGA CA COALINGA CA 686301	70345284	£	15.41
6/24	SUSHITTEL LEMOORE CA LEMOORE CA	70142838	ġ	63.41
6/24	58536301 E/P*CARD 8002435160 CT 8002435160 CT	73082581	10	107.92
. 6/24	CHEVRON/GE RARD FIL COALINGA CA	72357596	4	41.27
6/26	202303011 DOTERRA*IN 800-411-8151 UT 800-411-8151 UT 58536301	71471213	5	25.82
Total			\$ 1,00	1,008.11
Withdrawals including fees and adjustments	justments			
Date 6/4 5/4	Description/Location DEPOSITED ITEM RETURNED DEPOSITED ITEM RETURNED FEE	Reference 99300229 99310714	Amount \$ 150.00 9.00	Amount 150.00 9.00
10(31			\$ 15	159.00

Other W

🚺 UnionBank	s ta O F	TEMENT Accounts		Page 1 of 4 Statement 05/01/19 - (Page 1 of 4 Statement Number: 05/01/19 - 05/31/19	
	UNION BANK COALINGA 03 PO BOX 5123 LOS ANGELES	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES	CA 90051-0380	Telephone B For 24-hour Al 800-238-4486 800-826-7345 Representativ Monday throug	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	vice
	COALIN 265 W. E COALIN	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	R OF COMMERCE	To open a or apply fr banking o You may a	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online	t online
				at unionbank.com Thank you for ban since 1987	at unionbank.com Thank you for banking with us since 1987	
	Keep you mitigate t right from	ır information secure the risk of mail fraud 1 your Online Banking	and switch to online sta and you can still access g account. Make the swi	tements only. Turr up to seven year tch today from On	Keep your information secure and switch to online statements only. Turning off paper statements can mitigate the risk of mail fraud and you can still access up to seven years of statements and check images right from your Online Banking account. Make the switch today from Online Banking.	s can ck images
Business Value Checking	ng Summary	Ż			Account Number:	mber:
Days in statement period: 31	-					
_ 、 0	Balance on 5 Additions Subtractions	5/1	\$	11,342.35 76,613.56 -53,077.56		
		Checks Payments Purchases Other Withdrawals	-44,894.97 -3,294.22 -4,544.37 -344.00			
	Balance on 5/31	_	\$	34,878.35		
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Statement Av s of \$14.00 pe	Statement Average Ledger Balance e of \$14.00 per month is currently w	e waived.	26,502.48		
Additions						
	Date EIN	Description/Location	1 1			Amount
	5/6	OFFICE DEPOSIT			53029104 \$ 37184848	23.97 7.075.00
	5/6 5/6	Square Inc 190506P2 PPD	P2 PPD *******4041		55803340	2.74
	5/8	OFFICE DEPOSIT			55803339 37257027	241.10 5.195.00
	5/8 5/10	Square Inc 190508P2 PPD ******* OFFICE DEPOSIT # 000703320	P2 PPD ********3237 # 0000703320		58833889	482.35
	5/10	Square Inc 190510P2 PPD *******	÷		51052693 51052693	3,445.00 578.85
	5/13 5/14	Square Inc 190513P2 PPD ******* OFFICE DEPOSIT # 0008360022	P2 PPD *********8662 # 0008360022		52260789 37439465	101.02 5 600 00
	5/15 5/15	Square Inc 190515P2 PPD	P2 PPD ********0606		55020091	72.22
	5/17	Square Inc 190517	Square Inc 190517P2 PPD ************287	199/335526	54978414 57338187	125.00 168.72
	5/20 5/20	Square Inc 190520	Square Inc 190520P2 PPD ********0089 Soliare Inc 190520P2 PPD ********0080		58491775	96.35
	5/20	INTUIT PYMT SOLI	Interior interview of the second state of the	1997335526	58454919 58454919 2702020	96.35 1,250.00
	5/22	Square Inc 190522	Square Inc 190522P2 PPD ********9586		3/633698 51123298	25,075.00 778.06
	5/22 5/23	INTUIT PYMT SOLI Square Inc 190523F	INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 Square Inc 190523P2 PPD ********0833	1997335526	51121885 52261292	1,380.00 202.04
	5/23	INTUIT PYMT SOLI	NTUIT PYMT SOLN DEPOSIT CCD 524771997335526	1997335526	52233228	505.00

*. *

Additions

Z PPD 55025100 9.72 Z PPD 54683881 21.39 Z PPD 55025099 170.18 Z PPD 55025099 170.18 Z PPD 55025099 170.18 Z PPD 55025099 170.18 Z S5025101 301.91 Z S5025099 170.18 Z S5025099 170.18 Z S50250101 301.91 Z S5025101 301.91	****8119 55025100 ****8736 54683881 ****8118 55025099 ****8120 55025101 55025101 55025101 55025101 55025101 550326 54999976 56560428 ****8432 56560428 ****8432 56560428 ****8432 56560428 ****	Description/Location
55025100 55025099 55025101 54999976 56560428 37879600 22,	55025100 55025099 55025101 54999976 56560428 37879600 \$76 ,	Square Inc 190527F
34683881 55025099 55025101 54999976 56560428 37879600 22,	34683881 55025099 55025101 54999976 56560428 37879600 \$76 ,	Square Inc 190528
55025101 55025101 54999976 56560428 37879600 22,	55025101 55025101 54999976 56560428 37879600 \$76 ,	Square Inc 190527
54999976 56560428 37879600 22,	54999976 56560428 37879600 \$76,	Square Inc 190527P2 PPD ***
56560428 37879600 22,	37879600 \$ 76,	INTUIT PYMT SOLN
37879600 22,6	37879600 22.6 \$ 76,6	Square Inc 190529P
3/8/9600	3/8/9000 5 2	OFFICE DEPOSIT # 0008450337
	\$ 76,613.56	

Checks

10 2111 1 1	Date	Reference	Amount	Number	Date	Reference	Amoral
231547	5/2	06094044	1 419 00	101570*			HIDDINA
221510	5			0/0107	07/C	00038402	450.00
201040	0/0	00010380	1,474.00	231576*	5/28	07776422	00000
231549	5/31	37016176	419 48	231577	2/20		00,000
231550	5/8	27757005			6710	79001 000	Z,000.00
	5		00.002	231578	5/29	06019838	66.01
100107	8/C	08311546	1,740.93	231583*	5/28	80799455	250.00
231552	5/22	06759990	1.755.00	231584	5/20	07607400	200.002
231554*	5/15	06031610			01/0	001 160 10	200.00
	2.5		1,473.33	231585	5/29	06019836	100 00
CCC122	5/24	06019984	1,250.00	231586	5/79	08706048	
231556	5/21	08314320	00 686	*001 *00			00.001
004557			202.00	2315867	5/31	08267610	50.00
100107	67/0	06832128	484.00	231589	5/28	07661000	100.001
231562*	5/28	07767410	600 00	221500		00010010	100.001
231563	5/0A	27761074		000107	07/0	01110424	4,600.00
	140	11240110	200.00	231592*	5/29	08346434	19 028 50
231564	5/29	37840387	725.00	231600*	5/20	10000	
231565	5/28	23511208		20100	040	00281344	390.00
			00.00c,2	231601	5/31	08267622	1.474.00
000107	02/30	060/46/2	175.00	231603*	5/31	37016175	423.06
lotal							120.00

ing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

Payments online and electronic banking

> online and electronic banking	6							
Date	Description/Location	<i>u</i>				Reference		
5/2	Payroll Tax CCD 1173583	73583				52440040	¢	Amount
5/10	ATT Payment TEL 737069003FVR1G	73706900	3FVR1G			5120110C	A	81.78
5/14	EMPLOYMENT DEVEL FOD FETPMT CCD	DEVEL		TPMT				124.25
	775073984])]		200			2,468.07
5/15	INTUIT PYMT SOLN TRAN FEF	SOLN	TRAN	Ц		C.C.D 54078724		
	524771997335526			1				4.50
5/15	IRS USATAXPYMT CCD 227953566044226	CCD 22	79535660	44226		54448130		C 1 1 0 1
5/20	INTUIT PYMT	SOLN	SOLN TRAN FFF					50.700 10 22
	524771997335526			1))))			G1.24
5/22	INTUIT PYMT	SOLN	SOLN TRAN FFF	Ц Ц Ц		CCD 51122510		
	524771997335526) }	0 0 0	61077130		41.42
5/23	INTUIT PYMT	SOLN	SOLN TRAN		000	CCD 5223411		c, r
	524771997335526			1)			11.42
5/28	INTUIT PYMT	SOLN	TRAN	Ц Ц Ц	CCD	54999529		0 60
	524771997335526					0400000		00.0
Total								
							\$	3,294.22
s ATM card and Debit card [™] purchases	purchases							
Date	Description/Location					Pafaranco		
5/1	PITE AID & 1EO MIT	100 10						Amount
-	FREADON O 138 WEST PULK S CUALINGA CA		v s coar	INGA C		73057471	÷	18.00
	Incococ							

Purchases

73057471 70319337 RITE AID S 159 WEST POLK S COALINGA CA 58536301 TRES AGAVE COALINGA CA COALINGA CA 58536301 511 5/2

12.11

Page 3 of 4 Statement Number: 05/01/19 - 05/31/19

4. L

Date	Description/Location	Reference Amount
5/3	IN I UI 1 *PA 888-537-7794 CA 888-537-7794 CA 58536301	71108875 39.00
5/3	RENT A TOI LEMOORE CA LEMOORE CA	71108874 818.04
<u>c</u>	58536301	
Q/C	AMAZON PRI AMZN.COM/BIL WA AMZN.COM/ BIL WA	72498712 14.16
5/6	58536301 INTUIT *QU 800-446-8848 CA 800-446-8848 CA	72498714 48.00
070	58536301	
01/c	EB AROMATO 8014137200 CA 8014137200 CA 58536301	72443360 149.00
5/10	PAYPAL *CO 2211 North Firs San Jose CA 58536301	72590595 70.00
5/13	WONDERSHAR INTERNET GB INTERNET GB	70833786 4.95
5/13	FANSHIELD 8448494827 CA 8448494827 CA 585301	73819186 9.69
5/13	ADOBE *ACR 8008336687 CA 8008336687 CA	70833785 14.99
5/13	283-353-01 LOS REYES COALINGA CA COALINGA CA	73819185 30.00
5/13	58536301 WONDERSHAR INTERNET GB INTERNET GB	70833787 99.00
5/14	HARRIS RAN COALINGA CA COALINGA CA	71493406 400.00
5/16	JH TACKETT 329 W 7TH ST HANFORD CA	73136416 48.26
5/17	ADOBE *ACR 8008336687 CA 8008336687 CA	73660123 14.99
5/17	TACOS Y MA COALINGA CA COALINGA CA	73660124 24.34
5/17	SAVE MART# 275 E FOREST AV COALINGA CA	70107383 21.78
5/20	TMS*105 BU COALINGA CA COALINGA CA	71971174 13.00
5/20	NEW HONG K COALINGA CA COALINGA CA	71971173 26.65
5/20	TCT*ANDERS 800-328-9650 MN 800-328-9650 MN	71071713 131.50
	58536301	
5/22	JH TACKETT 559-5825200 CA 559-5825200 CA 58536301	73341848 214.50
5/22	DOLLAR GEN ELM COALINGA CA 58536301	73476648 24.41
5/24	SAVE MART# 275 E FOREST AV COALINGA CA	71027047 34.95
5/24	BIG 5 SPOR TING GOO COALINGA CA	70649956 87.17
5/24	GUITAR CEN TER #227 FRESNO CA 58536301	70905979 747.79
5/28	STARBUCKS COALINGA CA COALINGA CA	73680424 22.40
5/28	COALINGA H COALINGA CA COALINGA CA	72192957 62.29
5/28	CHEVRON 02 COALINGA CA COALINGA CA 58536301	72192955 71.02
5/28	DOTERRA IN 800-411-8151 UT 800-411-8151 UT	73056245 118.08

Page 4 of 4 **Statement Number:** 05/01/19 - 05/31/19

and peak card purchases			
escrip	Description/Location	Reference	7V
58536301			Annount
EST W	BEST WESTE COALINGA CA COALINGA CA	73056250	00 177
58536301		0010000	141.02
EST W	BEST WESTE COALINGA CA COALINGA CA	73056248	
58536301			141.62
EST W	BEST WESTE COALINGA CA COALINGA CA	73056247	
58536301		1440000	147.62
EST W	BEST WESTE COALINGA CA COALINGA CA	73056746	
58536301		0470000	147.62
1 TACK	JH TACKETT 559-5825200 CA 559-5825200 CA	72102056	
58536301		12132300	487.99
WE M	SAVE MART# 275 E FOREST AV COALINGA CA	71708056	
58536301			13.11
S'YNN	DENNY'S #1 25026 WEST DORR COALINGA CA	1020002	
58536301		1 000/2001	44.97
FE 10	CAFE 101 COALINGA CA COALINGA CA	71807520	
58536301			G1.11
			\$ 4,544.37

Purchases ATM card and Debit cardTM purchases

Other Withdrawals including fees and adjustments

Date Description/Location 5/10 DEPOSIT CORRECTION # 0000703320 37992107 \$ 5/31 ADDITIONAL CASH DEPOSITED FEE 37992107 \$ Total Total	Amount	250.00 94.00 344.00
<i>tion/Location</i> IT CORRECTION # 0000703320 DNAL CASH DEPOSITED FEE		67 6 7
Description/Location DEPOSIT CORRECTION # 0000703320 ADDITIONAL CASH DEPOSITED FEE	Reference	37992107
1 1	Description/Location	DEPOSIT CORRECTION # 0000703320 ADDITIONAL CASH DEPOSITED FEE

🚺 UnionBank	() () ()		m e n t c o u n t	ത		Page 1 of 3 Statement 03/30/19 - (Page 1 of 3 Statement Number: 03/30/19 - 04/30/19	mber: :0/19	
	UNION COALIN PO BOY LOS AN	щблб	ANK A 0390 512380 feles	CA 90	90051-0380	Telepi For 24 800-2; 800-8; Repre Monds	Telephone Banking For 24-hour Automat 800-238-4486 800-826-7345(TDD) Representatives are Monday through Sati	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	vice
	COA 265 V COA	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	ER OF C	OMMERCE	To ope or app bankin You m	To open additional or apply for loans, banking office at 5 You may also acce at unionbank.com	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	t online
	-					Thank you since 1987	you for t 1987	Thank you for banking with us since 1987	
Business Value Checking Summary	king Sumr	nary						Account Number:	nber:
Days in statement period: 32 B S S	: 32 Balance on 3/30 Additions Subtractions	n 3/30 ns	Checks Payments Purchases	49 (0 (0 (0	-22,825.82 -2,480.03 -2,889.59	18,686.02 20,851.77 -28,195.44			
Balance on 4/30 \$ Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived.	Balance on 4/30 Statement Avera ge of \$14.00 per π	n 4/30 Averag 0 per m	Balance on 4/30 \$	\$ nce y waived.		11,342.35 17,603.06			
Additions	Date 4/18 4/15 4/17 4/19 4/22 4/23 4/23 Total		Description/Location OFFICE DEPOSIT UB SAVINGS TRANSFER Square Inc 190417P2 PPD OFFICE DEPOSIT Square Inc 190422P2 PPD OFFICE DEPOSIT	ion T 7P2 PPD 2P2 PPD T	Description/Location OFFICE DEPOSIT UB SAVINGS TRANSFER 190415 XXXXX3938 0102 Square Inc 190417P2 PPD *********9639 OFFICE DEPOSIT Square Inc 190422P2 PPD *********8282 OFFICE DEPOSIT	X3938 0102	μωσυωσω	Reference 37192786 \$ 61051849 57142764 37566593 50850405 37661766 \$	Amount 3,025.00 10,001.73 5,160.00 121.56 2,525.00 26,851.77
Checks	Number 231528 231538* 231538* 231541 231541 231541 70tal * Checks mi	<i>Date</i> 4/8 4/4 4/1 4/1 4/11 8sing in s	Reference 08330384 06764570 06785498 0609262 06059148 06786530 06786530	A 1, , , , , , , , , , , , , , , , , , ,	Amount 249.95 430.26 474.05 449.00 114.28 114.28 ck numbers may also	Number 231542 231544 231544 231545 231546 231546 be located in the	Date 4/9 4/15 4/26 4/26 4/22 4/26 Payments *	Number Date Reference Amount Number Date Reference 231528 4/8 08330384 249.95 231542 4/9 07641248 231533* 4/4 06764570 430.26 231542 4/9 07641248 231533* 4/3 06785498 274.05 231544 4/26 07545038 231539 4/1 06009262 1,474.00 231545 4/26 07545038 231540 4/8 06009262 1,474.00 231546 4/26 06083424 231541 4/11 06786530 114.28 231546 4/26 06083424 231541 4/11 06786530 114.28 231546 4/26 06083424 204al 4/14 06786530 114.28 231546 4/26 06083424 204al 4/11 06786530 114.28 249.00 231546 4/26 06083424 204al 4/14 06786530 114.28 231546 4/26	Amount 4,056.00 1,473.99 13,041.89 192.58 1,069.82 22,825.82
Payments online and electronic banking Date 4/2	tronic banking Date 4/2		Description/Location Payroll Tax CCD 1173583	ion 173583		<i>Ref</i> 597	Reference 59723767	φ	<i>Amount</i> 253.04

A

Page 2 of 3 Statement Number: 03/30/19 - 04/30/19

Payments online and electronic banking

A	Amount	1 640 E1		586.48	0 120 D2	6,400.00
Reference		52711697		57744919	14	•
Description/Location	IDC HCATA VDVAAT OOD OOTOTOTOTOTOT	101 101 101 101 101 101 101 101 101 101	Pavroll Tay CCD 4173603			
Date	4/15		4/29	Total	IOIGI	

Date	Description/Location	Reference	Amount
4/2	DOLLAR GEN ELM COALINGA CA 58536301	71906002	\$ 49.41
4/3	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	72357316	39.00
4/3	38355301 WSTRN ASSO 9164446670 CA 9164446670 CA	72357317	550.00
4/4	58536301 INTUIT *QB 800-286-6800 CA 800-286-6800 CA	73090104	48,00
4/4	38336301 SQU*SQ *LE LEMOORE CA LEMOORE CA	73090103	55.00
4/4	HANFORD CH HANFORD CA HANFORD CA	73090105	55.00
4/5	CANVA* 022 8778877815 CA 8778877815 CA	73849350	4.00
4/5	58536301 AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL WA	73849353	75.99
4/5	58536301 AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL	73849351	77.94
4/8	58536301 TARGET T- 140 N 12 Hanford CA	70623324	90 080
4/9	58536301 NORTON *NP NORTON.COM/N CA	•	74.98
4/10	58536301 58536301 CANVA* 022 8778877815 CA 8778877815 CA	73647005	
4/10	58536301 DOTERRA IN 800.111 9151 IT 000 110 000	1 304 / 903	1.00
	58536301	/3647906	167.35
4/12	STARBUCKS COALINGA CA COALINGA CA 58536301	71182205	16.95
4/12	RITE AID S 159 WEST POLK S COALINGA CA 58536301	71231120	28.59
4/16	AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL VA	70301096	19.99
4/16	58536301 AMZN MKTP AMZN.COM/BIL WA AMZN.COM/BIL WA	70301098	21.99
4/17	58536301 ADOBE *ACR 8008336687 CA 8008336687 CA	71005877	
4/17	58536301 USPS PO 0 218 W DII COALINGA CA		14.99
4/18		110/028	55.00
•		71727478	20.00
4/22	KTP AMZN.COM/BIL WA AMZN.COM/BIL	73852147	14.98
4/22	58536301 NORTON *AP 877-294-5265 CA 877-294-5265 CA	70777850	119 99

Page 3 of 3 Statement Number: 03/30/19 - 04/30/19

÷ •

\$ 2,889.59			Total
07-11	0	58536301	
17.23	71295843	Ashties B Ashties Pismo Beach CA	4/29
538.86	71975848	HARRIS RAN COALINGA CA COALINGA CA 58536301	4/29
		58536301	
49.53	71975847	COALINGA F COALINGA CA COALINGA CA	4/29
		58536301	
41.30	71975846	CHEVRON 02 COALINGA CA COALINGA CA	4/29
		58536301	
28.31	73832483	SAVE MART# 275 E FOREST AV COALINGA CA	4/26
		58536301	
163.39	73620407	COALINGA F COALINGA CA COALINGA CA	4/26
		58536301	
43.59	73620406	COALINGA F COALINGA CA COALINGA CA	4/26
		58536301	
209.17	72480566	TARGET T- 140 N 12 Hanford CA	4/24
		58536301	
Amount	Reference	Description/Location	Date

UmionBank	0 (N	ate ac	M E N T C O U N T S		Page 1 of 3 Statement 03/01/19 - 0	Page 1 of 3 Statement Number : 03/01/19 - 03/29/19		
	UNION COALII PO BOJ LOS AJ	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES		CA 90051-0380	Telephone Ba For 24-hour Au 800-238-4486 800-826-7345[Representative Monday throug	Telephone Banking For 24-hour Automated Direct 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	e
	COAI 265 V COAI	COALINGA ARE 265 W. ELM AVE COALINGA CA 9	COALINGA AREA CHAMBEF 265 W. ELM AVE COALINGA CA 93210-1709	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	To open or apply banking You may at union Thank y	To open additional accounts, or apply for loans, call your banking office at 559-935-16 You may also access your ac at unionbank.com Thank you for banking with u	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com Thank you for banking with us	nline
 Business Value Checking Summary 	 King Sumn 	nary				ē	Account Number	per.
Days in statement period: 29 A S	: 29 Balance on 3/1 Additions Subtractions Balance on 3/29	n 3/1 ns n 3/29	\$ Checks Payments Purchases	-4,392.37 -1,316.15 -3,025.36	18,256.56 9,163.34 -8,733.88 18,686.02			
Statement Average Ledger Balance Your monthly service charge of \$14.00 per month is currently waived. Additions	Statement rge of \$14.00	Average 0 per mo	Statement Average Ledger Balance e of \$14.00 per month is currently w	aived.	16,214.73			
	Date 3/1 3/12 3/12 3/12 3/25 3/25 Total		Description/Location OFFICE DEPOSIT EXPEDIA 74 EXPEC OFFICE DEPOSIT INTUIT PYMT SOLN OFFICE DEPOSIT INTUIT PYMT SOLN INTUIT PYMT SOLN	Description/Location OFFICE DEPOSIT EXPEDIA 74 EXPEDIA.COM WA EXPEDIA.COM WA OFFICE DEPOSIT INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 OFFICE DEPOSIT INTUIT PYMT SOLN DEPOSIT CCD 524771997335526	.COM WA 1997335526 1997335526	Refe 3763 7212 3721 5666 3757 5065	Reference 37638780 \$ 72129087 37215016 56662343 37576531 50651099 \$	Amount 1,155.00 185.34 600.00 7,105.00 108.00 9,163.34
Checks	Number 231526 231527 231529* 231530 70tal * Checks mi	<i>Date</i> 3/4 3/4 3/12 3/21 ssing in ser	<i>Reference</i> 08327316 08324030 07566972 07566972 quence. Out of seque	Number Date Reference Amount Number Date Reference 231526 3/4 08327316 337.63 231531 3/25 06094490 231527 3/4 08327316 337.63 231534* 3/21 06772958 231529* 3/12 07522060 1,474.00 231536* 3/21 37481482 231529* 3/12 07522060 1,474.00 231536* 3/21 37481482 231530 3/21 07522060 1,474.00 231536* 3/21 37481482 231531 3/21 07566972 217.35 231537 3/22 08260708 20dal . . . 231537 3/22 08260708 231537 3/22 08260708 231537 3/22 08260708 	Number 231531 231534* 231536* 231537 231537 e located in the P	<u>Date Rei</u> 3/25 060 3/21 067 3/21 374 3/22 082 ayments sectic	<i>Reference</i> 06094490 06772958 37481482 08260708 \$ ection of your statement.	Amount 137.16 346.23 200.00 206.00 4,392.37
Payments online and elect	lectronic banking Date 3/15 3/15		Description/Location Payroll Tax CCD 117 IRS USATAXPYMT C	Description/Location Payroll Tax CCD 1173583 IRS USATAXPYMT CCD 227947466029932		<u>Reference</u> 59094477 51641789	θ	Amount 171.69 1,139.44

٤

÷

Page 2 of 3 Statement Number 03/01/19 - 03/29/19
--

Payments online and electronic banking

Amount	U EO	0.09	C	0		\$ 1,316.15
Reference	INTUIT PYMT SOLN TRAN FEE CCD 56663029		CCD 50652539			
			ШШ			
	TRAN		TRAN			
	SOLN		SOLN			
n/Location	PYMT	7335526	ΝΤÚΙΤ ΡΥΜΤ	7335526		
Description/Location	INTUIT	52477199	INTUIT	524771997335526		
Date	3/20		3/25		Total	

5	purchases Description// contine		
214		Reference	Amount
- /0	PIZZA HUT COALINGA CA COALINGA CA 58536301	71624951 \$	65.85
3/1	JH TACKETT 559-5825200 CA 559-5825200 CA 58536301	71624949	102.96
3/1	SAVE MART# 275 E FOREST AV COALINGA CA 58536301	71334130	72.31
3/4	SUBWAY COALINGA CA COALINGA CA	72979620	5.60
3/4	INTUIT *GB 800-286-6800 CA 800-286-6800 CA 58536301	70045556	48.00
3/5	INTUUT *PA 888-537-7794 CA 888-537-7794 CA 58536301	70750845	43.00
3/7	SIGNUD *LU 888-3851360 CA 888-3851360 CA 58536301	72129086	37.90
3/11	CHEVRON 02 COALINGA CA COALINGA CA	71171079	49.00
3/12	WWW.PARKIN FRISCO TX FRISCO TX 58536301	71837527	13.00
3/12	CHEVRON 02 COALINGA CA COALINGA CA 58536301	71837528	35.00
3/13	AT&T *PA 800-288-2020 TX 800-288-2020 TX 58536301	72517753	98.50
3/13	RITE AID S 159 WEST POLK S COALINGA CA 58536301	72557001	26.00
3/13	DOLLAR TRE 201 W POLK ST COALINGA CA 58536301	72553747	28.87
3/14	CA SECRETA 916-6951338 CA 916-6951338 CA 58536301	73210665	20.00
3/14	SPENCER GI FTS #216 HANFORD CA 58536301	73515693	24.09
3/14	COSTCO WHS E #12 HANFORD CA	73553233	30.00
3/14	CHEVRON/GE RARD FIL COALINGA CA 58536301	73476106	33.00
3/14	COSTCO WHS E #12 HANFORD CA 58536301	73562398	170.83
3/15	BEST WESTE COALINGA CA COALINGA CA 58536301	70054936	150.00
3/15	CHEVRON/GU THRIE PE LEMOORE CA 58536301	70462396	35.00
3/18	ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	72332936	14.99
3/18	JACK IN TH LEMOORE CA LEMOORE CA 58536301	72332934	15.93
3/18	HARRIS RAN COALINGA CA COALINGA CA 58536301	72332935	85.00
3/18	EXPOSE III 169 W POLK ST COALINGA CA 58536301	70786443	30.22

Page 3 of 3 Statement Number: 03/01/19 - 03/29/19

1.10

, \$

השונ המות	parates		
Date	Description/Location	Reference	Amount
3/19	REDLINE SM COALINGA CA COALINGA CA	73018259	80.39
	58536301		
3/19	DOTERRA IN 800-411-8151 UT 800-411-8151 UT	73018258	253.42
	58536301		
3/19	CROWN SERV 559-8432467 CA 559-8432467 CA	73018260	623.16
	58536301		
3/19	DOLLAR TRE 201 W POLK ST COALINGA CA	73073718	6.48
	58536301		
3/19	SAVE MART# 275 E FOREST AV COALINGA CA	73067495	91.21
	58536301		
3/19	CHEVRON/GE 6011 BOLLINGER COALINGA CA	73272560	169.89
3/21	TRES AGAVE COALINGA CA COALINGA CA	70510041	34.00
1	58536301	- +001001	04.33
3/22	CHEVRON/GU THRIE PE LEMOORE CA	71623875	47.42
	58536301		
3/25	PEACH STAT 390 W SHAW AVE CLOVIS CA	72946742	30.00
	58536301		
3/25	RITE AID S 159 WEST POLK S COALINGA CA	73623231	62.00
	58536301		
3/25	RAMEN ICHI 1041 E SHAW AVE FRESNO CA	71706921	84.90
	58536301		
3/26	OLIVE GARD CLOVIS CA CLOVIS CA	70276414	53.35
	58536301		
3/26	SAVE MART# 275 E FOREST AV COALINGA CA	70374703	24.83
	58536301		
3/27	TRES AGAVE COALINGA CA COALINGA CA	70968236	12.08
3/28	20230301 PI AYSTATIO R00-245-7669 CA R00-345-7669 CA	71678033	200
	58536301		0.0
3/28	SAVE MART# 275 E FOREST AV COALINGA CA	71950140	72.32
	58536301		
3/28	USPS PO 0 218 W DU COALINGA CA	71911879	110.00
	58536301		
3/29	STARBUCKS COALINGA CA COALINGA CA	72413615	10.15
	58536301		
3/29	CHEVRON/GE 6011 BOLLINGER COALINGA CA	72544036	18.72
-	10000000]	
lotal		\$	3,025.36

TATION BLATION PLING ALING ALING ALING ALING C Da	Page 1 of 4 Statement Number: 02/01/19 - 02/28/19	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com	Thank you for banking with us since 1987	Account Number:	7,825.83 23,369.79 -12,939.06 18,256.56 17,960.10	Reference Amount 37712292 \$ 250.00 37712292 \$ 250.00 37712292 \$ 2,820.00 37997561 125.00 37997560 58679249 250.00 37997561 125.00 37997563 59070 170.00 71997335526 50499831 75.00 71997335526 50512710 100.00 7 55163024 100.00 7 55163024 9,802.79 71997335526 55163024 100.00 71997335526 55207348 9,802.79 71997335526 55207348 9,802.79 71997335526 55207348 9,802.79 71997335526 55207348 9,802.79 71997335526 5532815 1700.00 71997335526 5532815 1700.00 71997335526 5532815 1700.00 71997335527 5532815 1700.00	Number Date Reference Amount 231518 2/5 06790312 1,473.99 231520* 2/8 06028840 250.00
	STATEMENT ank of Account	N BANK INGA 0390 OX 512380 ANGELES CA	COALINGA AREA CHAMBER OF COMMERCE 265 W. ELM AVE COALINGA CA 93210-1709	•	5	alance on 2/1 \$ dditions ubtractions Checks Payments Purchases ATM withdrawals Other Withdrawals Other Withdrawals alance on 2/28 \$	_	<u>Date Reference</u> , 2/6 29280588 2/7 06854304

· ei

Checks										
	Number	Date	Reference	A	Amount	<	Number	Date	Reference	Amount
	231513*	2/8	08321118		75.00	10	231521	2112	DROBEAAD	1 17100
	231514	2/11	37093451	4	462.87		231522	2121	37373347	1,474.00
	231515	2/6	08311862		55.92	Ň	231523	2/19	06107654	405.04
	231516	2/7	06795830	2	206.79	Ñ	231524	2/21	06119772	700.00
	231517 Total	2/6	06802794	4	408.34					
	* Checks mi	ssing in se	quence, Out of sequ	ience check	numbers mav a	also be locat	ed in the F	avmante e	Checks missing in sequence. Out of sequence check numbers may also be located in the Payments serving of your chromody	6,843.09
rayments online and electronic banking	ronic banking									
	Date	Des	Description/Location				Ret	Reference		Amount
	2/1		INTUIT PYMT	SOLN	TRAN F	FEE CO	CCD 586	58687147	S	1.00
	2/4		0744//189/333320	NICo	TDAN			01100		
	-	524	-6	d C L N				290229042		0.50
	2/4	INT	INTUIT PYMT	SOLN	TRAN F	FEE CCD		50498838		2 80
		524	524771997335526							202
	2/4	Payr	Payroll Tax CCD 1173583	73583			504	50428401		167.83
	2/5	Squ	Square Inc SDV-VRFY WEB T20094945428	FY WEB	T200949454	128	521	52128074		0.01
	2/5	Payr		73583			522	52240082		4.47
	217		INTUIT PYMT	SOLN	TRAN F	FEE CCD		55161566		3.65
	u 190	524	524//199/335526							
	21/2			CCD 227	CCD 227944666057382	382	527	52771095		68.38
	C1 17			CCU 227	N			52771005		1,080.58
		5247	524771997335526	oULN		FEE CCD		58272351		1.17
	2/22		INTUIT PYMT	SOLN	TRAN F			60637607		
		5247	, m					10070		06.0
	Total								\$	1,330.89
Purchases ATM card and Debit card TM purchases	lebit card™ pi	urchases								
	Date	Desc	Description/Location	-			Refe	Reference		Amount
	2/1	ROS	LOS REYES COALINGA CA COALINGA CA	NGA CA	COALINGA	CA	7146	71461318	Ş	21.51
	5/4	5853	58536301 DOLLAD THE 201 V			•				1
	- 7	5853	DULLAR I RE ZUT W PULK ST COALINGA CA 58536301		I COALING	SA CA	7150	71507615		4.42
	2/4	DNH	DNH*GODADD 480-5058855 AZ 480-5058855 AZ	-5058855	AZ 480-505	58855 AZ	73628380	3380		15.17
		5853	58536301							
	2/4	INTU 5853	INTUIT *QB 800-286-6800 CA 800-286-6800 CA	3-6800 C/	A 800-286-6	800 CA	73628377	3377		48.00
	2/4	HAR	HARRIS RAN COALINGA CA COALINGA CA	INGA CA	COALING	A CA	73628379	3379		20,79
		5853	58536301							

Date	Description/Location	Reference	Amount
2/1	LOS REYES COALINGA CA COALINGA CA		S 21 51
	58536301		
2/1	DOLLAR TRE 201 W POLK ST COALINGA CA	71507615	CV V
	58536301) - - - -	74.4
2/4	DNH*GODADD 480-5058855 AZ 480-5058855 AZ	73628380	15 17
	58536301		1
2/4	INTUIT *QB 800-286-6800 CA 800-286-6800 CA	73628377	
	58536301		40.00
2/4	HARRIS RAN COALINGA CA COALINGA CA	73628379	20 70
	58536301		10.10
2/4	HARRIS RAN COALINGA CA COALINGA CA	73628376	120.00
	58536301		00.021
2/4	DNH ⁺ GODADD 480-505-8855 AZ 480-505-8855 72783967	72783967	250.64
	AZ		208.04
	58536301		
2/4	SAVE MART# 275 E FOREST AV COALINGA CA	72083389	72 U F
	58536301		10.74
2/4	DENNY'S #1 25026 WEST DORR COALINGA CA	72491672	15.27
			17.01
2/5	HARRIS RAN COALINGA CA COALINGA CA	70376040	30.00
	58536301)	20.00
2/5	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	70376038	43.00
	58536301		00.04
217	INN AT HAR COALINGA CA COALINGA CA	71709806	100 00

Page 2 of 4 **Statement Number:** 02/01/19 - 02/28/19

.

Page 3 of 4 Statement Number: 02/01/19 - 02/28/19

\$

. .

ž I	purchases		
Date	Description/Location	Reference Amount	ount
2/11	58536301 FANTASIA - ANAHEIM CA ANAHEIM CA	73678023 172	172.40
2/11	00000001 DLR FRONT 7147814669 CA 7147814669 CA	70654247 640.	640.11
2/13	26338301 COALINGA H COALINGA CA COALINGA CA 58536301	71986397 3.	3.01
2/19	2000000 ADOBE *ACR 8008336687 CA 8008336687 CA 58536301	71627687 14.	14.99
2/19	COALINGA F COALINGA CA COALINGA CA 58536301	71627686 161.	161.96
2/20	CHEVRON/GE RARD FIL COALINGA CA	73227479 35.	35.00
2/21	SAVE MART# 275 E FOREST AV COALINGA CA	73811877 32.	32.14
2/22	VISTAPPE-VI 866-8936743 MA 866-8936743 MA 585301	70408213 86.	86.75
2/22	SAVE MART# 275 E FOREST AV COALINGA CA 5853301	70800218 3.	3.77
2/22	WALGREENS 265 W FO COALINGA CA 58536301	70797404 24.	24.82
2/22	PAYPAL*FA 2211 North Firs San Jose CA	70607321 105.	105.00
2/25	FIVE GUYS FRESNO CA FRESNO CA 58536301	72591530 15.	15.43
2/25	SAVE MART# 275 E FOREST AV COALINGA CA 5853301	71027024 44.	44.99
2/25	USPS PO 0 218 W DU COALINGA CA 58536301	72471493 110.00	00.0
2/26	ETSYCOM - BROOKLYN NY BROOKLYN NY 58536301	73257937 11.	11.89
2/26	MARIE CALL FRESNO CA FRESNO CA 58536301	73257936 19.	19.58
2/26	CHEVRON/GE RARD FIL COALINGA CA 58536301	73408881 40.	40.00
2/27	CAMPUS DRI COALINGA CA COALINGA CA 58536301	70033200 40.	40.56
2/27	VENMO 8558124430 NY 8558124430 NY 58536301	70033199 51.	51.50
2/27	Tropicana 555 EAST ELM AV COALINGA CA	70157605 20.	20.92
2/27	SAVE MART# 275 E FOREST AV COALINGA CA	70109743 58.	58.54
2/28	THE WRECKI LEMOORE CA LEMOORE CA	70745685 15.	15.00
2/28	MICKYS BAR LEMOORE CA LEMOORE CA 58536301	70745688 28.	28.75
2/28	EXPEDIA 74 EXPEDIA.COM WA EXPEDIA.COM WA	70745687 713.32	3.32
2/28	58536301 SAVE MART# 275 E FOREST AV COALINGA CA 58536301	71141063 29.	29.88
Total		\$ 3,345.13	5.13

Page 4 of 4 Statement Number: 02/01/19 - 02/28/19

ATM withdrawals

Amount	202.95
	မ
Reference	72361792
ocation	HARKIS KAN 24505 W DORRIS COALINGA CA 58536301
Date	417

Other Withdrawals including fees and adjustments

Amount	2.00 1,215.00 1,217.00
	69 69
Reference	65019828 37997570
Locat	AIM NE I WORK WITHDRAWAL FEE DEPOSIT CORRECTION
Date	2/4 Z/4 Total

-

Page 1 of 3 Statement Number ⁻ 01/01/19 - 01/31/19 For 24-hour Automated Direct Service 800-826-7345(TDD) Representatives are available Monday throuch Saturday	To open additional accounts, To open additional accounts, or apply for loans, call your banking office at 559-935-1661 You may also access your account online at unionbank.com at unionbank.com at unionbank.com at unionbank.com at only for all your accounts and lose the the only for all your accounts and lose the	k.com Account Number:		Reference Amount 37789640 \$ 570.00 37789640 \$ 570.00 60048248 5,663.30 37115087 556.00 59001251 375.00 59001251 375.00 537399574 1,250.00 37399574 1,250.00 55704378 1,455.00 37546306 1,455.00 60300428 7,000.00 50558020 825.00	Date Reference Amount 1/10 06058392 280.00 1/8 08331360 180.00 1/14 06527144 1,474.00 1/23 08328628 391.33 1/23 082773500 1,474.00
Image 1 of 3 STATEMENT Page 1 of 3 STATEMENT STATEMENT Page 1 of 3 Control OF ACCOUNTS Statement Union BANK OF ACCOUNTS Statement Union BANK COALINGA 0390 UNION BANK Coalinga 0390 Statement Union BANK COALINGA 0390 BOD 212380 Coalinga 0360 Statement Do BOX 512380 CA 90051-0380 Statement Statement Representa CA 90051-0380 Statement Monday three CA 90051-0380 Representa	Montagy introdit counts, or apply for loans, call your scall your scall your banking office at 559-935-1661 COALINGA AREA CHAMBER OF COMMERCE or apply for loans, call your accounts, or apply for loans, call your accounts, or apply for loans, call your accounts, or apply for loans, call your accounts and lose the stark of the new year a little lighter. Switch to online statements only for all your accounts and lose the stark of the new year a little lighter. Switch to online statements only for all your accounts and lose the stark of the new year a little lighter. Switch to online statements only for all your accounts and lose the stark of the new year a little lighter. Switch to online statements only for all your accounts and lose the statements on the online statement on the online statement on the online statements on the online statement o	stacks of paper. Access seven years worth of statements and check images right from Online Banking. Make the switch now. Enroll or log in to Online Banking at unionbank.com Business Value Checking Summary Account Number: Days in statement period: 31 Account Number: Balance on 1/1 \$ 1,285.21 Additions 17,863.30 Subtractions 11,325.68	Checks 4,802.02 Payments -1,534.89 Purchases -4,785.77 ATM withdrawals -200.00 1/31 \$ /erage Ledger Balance /erage Ledger Balance /er month is currently waived.	Date Description/Location 1/3 OFFICE DEPOSIT 1/4 UB SAVINGS TRANSFER 190104 XXXXX3938 0102 1/4 UB SAVINGS TRANSFER 190104 XXXXX3938 0102 1/10 OFFICE DEPOSIT 1/14 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 1/18 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 1/12 OFFICE DEPOSIT 1/12 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 1/22 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 1/22 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 1/25 OFFICE DEPOSIT 1/26 OFFICE DEPOSIT 1/27 INTUIT PYMT SOLN DEPOSIT CCD 524771997335526 1/28 UB SAVINGS TRANSFER 190130 XXXXX3938 0102 1/29 UB SAVINGS TRANSFER 190130 XXXXX3938 0102	Number Date Reference Amount Number 231504 231471 1/11 37145774 80.00 231504 231494* 1/3 06051152 120.00 231505 231494* 1/8 37036701 400.00 231505 231500* 1/4 06778814 262.65 231505 231501* 1/14 0677118 115.04 231506 231503* 1/14 27763658 25.00 231508

ř,

Checks

	Amount	MINOUS	4 802 02	10.4001
	Reference		67	
	Dafe			
	Number			Cotod in the D
	Amount			adience check numbers may also be located in the number of
•	Keterence			quence. Out of si
	uate			sing in se
ALLEE	Number	Total		* Checks mis

nce check numbers may also be located in the Payments section of your statement.

Payments online and electronic banking

Simon and and a			
Date	Description/Location	Reference	Amount
1/9	IRS USATAXPYMT CCD 227940966140162	÷	
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	189.27
1/14	INTUIT PYMT SOLN TRAN FEE CCD 59001300		12.00
	524771997335526		00.01
1/14	Payroll Tax CCD 1173583	58957338	178 01
1/18	INTUIT PYMT SOLN TRAN FFF CCD		10.0
			1.10
1/22	INTUIT PYMT SOLN TRAN FEE CCD	55703135	4 60
			4.00
1/25	SOLN TRAN FEE	CCD 50558769	<b>78 55</b>
			00.02
1/30	Payroll Tax CCD 1173583	55136960	119.78
Total		\$ 1,	1,534.89

Date	Description/Location	Reference	Amount
1/2	SAVE MART# COALINGA CA COALINGA CA	70739510 \$	28 54
	58536301		10.04
1/3	INTUIT *PA 888-537-7794 CA 888-537-7794 CA	71432801	43.00
	58536301		
1/3	PAYPAL *FA 2211 North Firs San Jose CA	71533608	35.00
	58536301		
1/4	INTUIT *QB 800-286-6800 CA 800-286-6800 CA	72152358	48.00
	58536301		
1/4	CHEVRON/GE 6011 BOLLINGER COALINGA CA	72277717	13.26
	58536301	•	04-01
1/7	GAMESTOP.C 800-883-8895 TX 800-883-8895 TX	73376052	AE A1
	58536301		
1/7	DISNEY RES ANAHEIM CA ANAHEIM CA	70305014	737 83
	58536301		00.202
1/7	WSTRN ASSO 9164446670 CA 9164446670 CA	73376054	540.00
	58536301		00.040
1/8	WSTRN ASSO 9164446670 CA 9164446670 CA	70950843	215 00
	58536301		00.00
1/9	SUBWAY COALINGA CA COALINGA CA	71596380	7 48
	58536301		04.7
1/9	NEW CHINA COALINGA CA COALINGA CA	71596382	000
	58536301		0.2.0
1/10	STARBUCKS COALINGA CA COALINGA CA	72178341	6 40
	58536301		0.10
1/10	GOIN POSTA COALINGA CA COALINGA CA	72178342	18 21
	58536301		17.01
1/11	NEW CHINA COALINGA CA COALINGA CA	72937351	8 06
	58536301		0.00
1/11	CHEVRON 02 COALINGA CA COALINGA CA	72937349	10.00
	58536301	) 	00.01
1/14	CAMPUS DRI COALINGA CA COALINGA CA	70249936	828
	58536301		0.00
1/17	ADOBE *ACR 8008336687 CA 8008336687 CA	72994318	14.99
-	58536301		
1/18	JEFF PETER 8663429794 CT 8663429794 CT	73660727	295.00

# Page 3 of 3 Statement Number: 01/01/19 - 01/31/19

.

3

se
m purchase.
'nd
Ĕ
aro
ΪĊ
Deb
P
a
urchases ATM card and Debit card ¹
N
¥
sa
as.
ŝ
- SI
ا ک

<b>Durchases</b> ATM card and Debit card TM purchases	d Debit card™ p	purchases		
	Date	Description/Location	Reference	Amount
		58536301		
	1/18	DOLLAR TRE 201 W POLK ST COALINGA CA	73686665	6.71
		58536301		-
	1/18	RITE AID S 159 WEST POLK S COALINGA CA	73697279	14.87
		58536301		2
	1/22	PLAYSTATIO 800-345-7669 CA 800-345-7669 CA	72505854	59.96
		58536301		
	1/22	TARGET HANFORD CA HANFORD CA	71017417	129.81
		58536301		
	1/22	USPS PO 0 218 W DU COALINGA CA	72460448	100.00
		58536301		
	1/28	TARGET T- 900 Shaw Clovis CA	72035216	131.19
		58536301		•
	1/30	KAY JEWEL 1675 W L HANFORD CA	70166756	93.58
		58536301		
	1/31	MICROSOFT REDMOND WA REDMOND WA	70736724	66.69
		58536301		
	1/31	BOBS GUN S HANFORD CA HANFORD CA	70736723	2.500.00
		58536301		
	Total			1 705 77
			• •	4, 00.11
VTM withdrawals				
	ele()	Description/i oriation	Doforman	A men a med

A

Date	Description/Location	Reference		Amount
1/9	UNION BANK 190 W DURIAN ST COALINGA CA 71939344	71939344	ω	60.00
	58536301		•	
1/22	UNION BANK 190 W DURIAN ST COALINGA CA 71604019	71604019		140.00
	58536301			
Total			s	200.00

UnionBank	STATEMENT OF ACCOUNTS		Page 1 of 1 <b>Statement Number.</b> 11/06/21 - 12/08/21	<b>`</b>
	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX AZ	85082-0368	<b>Telephone Banking</b> For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	ed Direct Service available ırday
	COALINGA AREA CHAMBER OF COMMERCE 265 W EI M AVF		To open additional accounts, or apply for loans, call your banking office at 559-935-1661	counts, Il your -935-1661
	COALINGA CA 93210-1709		You may also access your account online at unionbank.com	your account online
			Thank you for banking with us since 1987	g with us
Business Savings Summary Days in statement period: 33	Ŋ		Account	Account Number:
Balance on Additions Subtractions	Balance on 11/6 \$ Additions Subtractions	17,143.35 0.00	Interest Paid this period	\$ 9 0 0 0 0 0 0 0 0 0 0 0 0
Balanc	Balance on 12/8	17,143.35	raiu year-to-uate Interest Rates 11/6/21-12/8/21	c
Statem	Statement Average Ledger Balance	17,143.35		% 10:0

UnionBank	<b>8</b> ТА 0 F	tatement F accounts	10		Page 1 of 1 Statement Number: - 11/07/20 - 12/07/20	-	
	UNION BANK COALINGA 0 P.O. BOX 6 PHOENIX	UNION BANK COALINGA 0390 P.O. BOX 60368 PHOENIX	AZ 85082-0368		<b>Telephone Banking</b> For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	d Direct Service vailable day	
	COALIN 265 W E	COALINGA AREA CHAMBER OF COMMERCE	ER OF COMMERCE		To open additional accounts, or apply for loans, call your banking office at 559-935-1661	counts, your 335-1661	
	COALIN	COALINGA CA 93210-1709			You may also access your account online at unionbank.com	/our account onli	пе
					Thank you for banking with us since 1987	with us	
•	Did you know Un Business Specia federal holidays).	now Union Bank offe Specialist at 1-877-8 bildays).	rs same-business-d 127-6232, Monday -	ay merchar Friday 9:00	Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Specialist at 1-877-827-6232, Monday - Friday 9:00 a.m. to 5:00 p.m. Pacific Time (excluding federal holidays).	by contacting a fic Time (excludi	би
Business Savings Summary	lary				Account	Account Number:	
Days in statement period: 31							
Balance Additions Subtractic Ralance	Balance on 11/7 Additions Subtractions Balance on 12/7	Payments	-500.00	<b>2,000.66</b> 0.00 -500.00	Interest Paid this period Paid year-to-date Interest Rates	ფ ფ	0.00 1.49
		æ		1,500.66	11///20-12/7/20		0.01%
State	ment Avera	Statement Average Ledger Balance		1,936.14			
Payments online and electronic banking	c banking						
	Date	Description/Location			1 1	A	Amount
	4	CHECKING IKANSFER 201204 XXXXX1458 0000	ISFER 201204 XX	(XXXX1458	63393568	2 8	500.00

🔰 UnionBank	STATEMENT OF ACCOUNTS		Page 1 of 1 <b>Statement Number:</b> 11/08/19 - 12/06/19	
	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES CA	90051-0380	<b>Telephone Banking</b> For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	d Direct Service vailable day
	COALINGA AREA CHAMBER OF COMMERCE		To open additional accounts, or apply for loans, call your banking office at 559-935-1661	counts, your 335-1661
	265 W. ELM AVE COALINGA CA 93210-1709		You may also access your account online at unionbank.com	/our account online
			Thank you for banking with us since 1987	with us
	Did you know Union Bank offers same-business-day merchant funding? Learn more by contacting a Business Advisor at 1-888-228-6637, Mon - Fri 9:00 am to 5:00 pm P.T.	ıme-business-day mercharı 37, Mon - Fri 9:00 am to 5:(	nt funding? Learn more 00 pm P.T.	by contacting a
Business Savings Summary	ζ.		Account	Account Number: 8
Days in statement period: 29				
Balance Additions	Balance on 11/8 \$	50,003.00	Interest Daid this notion	
Subtractions		0.00	Paid year-to-date	\$ 0.00 \$ 4.73
Datalic		50,003.00	Interest Rates 11/8/19-12/6/19	0.01%
Stateme	Statement Average Lodger Delease			

50,003.00

Statement Average Ledger Balance

UnionBank	STATEMENT OF ACCOUNTS		Page 1 of 1 <b>Statement Number: 3</b> . 3 11/08/18 - 12/07/18	
	UNION BANK COALINGA 0390 PO BOX 512380 LOS ANGELES CA 9	90051-0380	Telephone Banking For 24-hour Automated Direct Service 800-238-4486 800-826-7345(TDD) Representatives are available Monday through Saturday	t Service
	COALINGA AREA CHAMBER OF COMMERCE 265 W FI M AVF	COMMERCE	To open additional accounts, or apply for loans, call your banking office at 559-935-1661	24
	COALINGA CA 93210-1709		You may also access your account online at unionbank.com	count online
			Thank you for banking with us since 1987	
	Save time by depositing checks on the go. That means fewer trips to the bank and more time for you and your business. It's easy to make a deposit on your mobile device: Select an account, enter an amount and take a photo of both sides of your check. For more information, go to: www.unionbank.com/mcd	e go. That means fewer oosit on your mobile dev sck. For more information	trips to the bank and more tin ice: Select an account, enter , , go to: www.unionbank.com/	ne for you and an amount and mcd
Business Savings Summary	δ		Account Number:	ę
Balance on Balance on Subtractions Balance on	Balance on 11/8 \$ Additions Subtractions Other Withdrawals Balance on 12/7 \$	89,979.10 0.00 -7,318.00 82,661.10	Interest Paid this period Paid year-to-date Interest Rates 11/8/18-12/7/18	0.00 43.74 0.01%
Statement Average Ledge Other Withdrawals including fees and adjustments	Statement Average Ledger Balance Iuding fees and adjustments	89,003.36		
<u>Date</u> 12/4	Date Description/Location 12/4 WITHDRAWAL # 0000421575	575	Reference 37788020 \$	Amount 7,318.00

Form <b>8879-EO</b>	for an	e Signature Aut Exempt Organ	ization		OMB No.	. 1545-1878
	For calendar year 2019, or fiscal year be			, 20		10
Department of the Treasury		nd to the IRS. Keep fo ov/Form8879EO for th	•	on		)19
Internal Revenue Service Name of exempt organization	uo to www.ii3.g				identification num	iber
COALINGA AREA CHA	MBER OF COMMERCE			94-03	91616	
SCOTT NETHERTON		CUF	. EXEC DIR			
Part I Type of Retur	n and Return Information	(Whole Dollars Or	nly)			
check the box on line <b>1a</b> , <b>2</b> leave line <b>1b</b> , <b>2b</b> , <b>3b</b> , <b>4b</b> , or	n for which you are using this Fc a, 3a, 4a, or 5a, below, and the a 5b, whichever is applicable, bla to not complete more than one l	amount on that line for Ink (do not enter -0-). I	the return being f	iled with this forr	n was blank.	then
1 a Form 990 check here.	···· ► X b Total revenue, if	any (Form 990, Part V	III, column (A), lin	e 12)	1 b	124,418.
	ere 🕨 🗌 🖕 Total revenue				2 b	
	k here ► b Total tax				3b	
	ere ▶   b Tax based on 2 ▶   b Balance Due (For				4b 5b	
Jar offit bood check her		III 6606, III e 50)			50	
Part II Declaration a	nd Signature Authorizatio	n of Officer				
I further declare that the ar intermediate service provid the IRS (a) an acknowledge refund, and (c) the date of funds withdrawal (direct de organization's federal taxes contact the U.S. Treasury F authorize the financial insti answer inquiries and resolv	anying schedules and statements a nount in Part I above is the amo er, transmitter, or electronic retu ment of receipt or reason for rej any refund. If applicable, I autho bit) entry to the financial instituti owed on this return, and the fir inancial Agent at 1-888-353-453 tutions involved in the processin e issues related to the payment, urn and, if applicable, the organ	unt shown on the copy irn originator (ERO) to ection of the transmiss rize the U.S. Treasury on account indicated in ancial institution to de 7 no later than 2 busir g of the electronic pay 1 have selected a pers	of the organization send the organization sion, <b>(b)</b> the reason and its designate in the tax preparate bit the entry to the less days prior to ment of taxes to re- sonal identification	on's electronic re tition's return to ti n for any delay ii d Financial Agen ion software for p s account. To re the payment (sel eceive confidenti a number (PIN) a	turn. I conser he IRS and to n processing it to initiate ar payment of th yoke a payme ttlement) date al information	to allow my preceive from the return or n electronic e ent, I must 1 also n necessary to
Officer's PIN: check one be	-					
X I authorize HUDSON	HENDERSON & COMPANY ERO firm name	, INC.	to enter my PI	N 003 Enter five nu		my signature
	ERO IIIII name			do not enter a		
on the organization's tax a state agency(ies) reg the return's disclosure	year 2019 electronically filed return ulating charities as part of the IR consent screen.	n. If I have indicated with S Fed/State program,	in this return that a I also authorize th	copy of the return a aforementione	n is being filed d ERO to ente	with er my PIN on
indicated within this ret	ization, I will enter my PIN as my s urn that a copy of the return is b PIN on the return's disclosure of	eing filed with a state	ation's tax year 201 agency(ies) regula	9 electronically file ating charities as	ed return. If I h part of the IF	ave {S Fed/State
Officer's signature ►	t Netheton		Date ► 0	5/16/2022		
Part III Certification	and Authentication					
	six-digit electronic filing identifi	cation				
	your five-digit self-selected PIN					333860 Iter all zeros
I certify that the above nun above. I confirm that I am su Authorized IRS <i>e-file</i> Provid	eric entry is my PIN, which is m omitting this return in accordance v lers for Business Returns.	y signature on the 201 vith the requirements of l	9 electronically fil <b>Pub. 4163,</b> Modernia	ed return for the zed e-File (MeF) Ir	organization i nformation for	ndicated
ERO's signature   BRIAN	HENDERSON Brian	Henderson	Date ►	05/16/2022		
		Retain This Form – Se Form to the IRS Unles		Do So		

BAA For Paperwork Reduction Act Notice, see instructions.

Form 8879-EO (2019)

Date Accept	ed			DO NOT MAIL	THIS FORM TO THE FTB
TAXABLE Y	EAR California e-file Return	n Autho	rization for	I	FORM
2019	Exempt Organizations				8453-EO
Exempt Organiz					Identifying number
COALING	A AREA CHAMBER OF COMMERCE				94-0391616
	Electronic Return Information (whole dollars o	51			
	ross receipts (Form 199, line 4)				
-	ross income (Form 199, line 8)				
	xpenses and disbursements (Form 199, Line 9)				<b>3</b> <u>338,537</u> .
Part II S	Settle Your Account Electronically for T	axable Yea	ar 2019		
<b>4</b> Ele	ectronic funds withdrawal 4a Amount		4b Withdray	wal date (mm/dd/y	ууу)
	Banking Information (Have you verified the e	exempt organ	iization's banking in	formation?)	
5 Routin	-				
	nt number		7 Type of account:	Checking	Savings
	Declaration of Officer				
	ne exempt organization's account to be settled as or the amount listed on line 4a.	designated	IN Part II. If I check	Part II, Box 4, I at	itnorize an electronic funds
return origin correspondit organization' Tax Board ( for the fee li statements b	es of perjury, I declare that I am an officer of the abo ator (ERO), transmitter, or intermediate service p ng lines of the exempt organization's 2019 Californ return is true, correct, and complete. If the exempt of TB) does not receive full and timely payment of t ability and all applicable interest and penalties. I e transmitted to the FTB by the ERO, transmitter, or in <b>und is delayed, I authorize the FTB to disclose to</b>	rovider and t nia electronic organization is the exempt c authorize the ntermediate s o the ERO or	he amounts in Part c return. To the besi filing a balance due rganization's fee lia e exempt organizatio ervice provider. If the intermediate service	I above agree with t of my knowledge return, I understand bility, the exempt on return and acco processing of the ce provider the rea	a the amounts on the and belief, the exempt I that if the Franchise organization will remain liable mpanying schedules and exempt organization's
Sign	Scott Netheton	05/16/	²⁰²² ▶ <u>CUR.</u> 1	EXEC DIR	
Here	Signature of officer	Date	Title		
Part V	Declaration of Electronic Return Origina	ator (ERO)	and Paid Prepa	rer. See instructio	ns
the best of r organization officer's sign forms and in Authorized e exempt organ under penal statements,	t I have reviewed the above exempt organization' ny knowledge. (If I am only an intermediate servi 's return. I declare, however, that form FTB 8453- nature on form FTB 8453-EO before transmitting the formation that I will file with the FTB, and I have -file Providers. I will keep form FTB 8453-EO on nization return is filed, whichever is later, and I will ma- ties of perjury, I declare that I have examined the and to the best of my knowledge and belief, they ave knowledge.	ice provider, EO accurate his return to followed all of file for <b>four</b> y ake a copy av above exem	I understand that I ly reflects the data of the FTB; I have pro- bother requirements of rears from the due of ailable to the FTB up pt organization's rei	am not responsible on the return.) I ha vided the organiza described in FTB F date of the return of on request. If I am a turn and accompar	e for reviewing the exempt ve obtained the organization tion officer with a copy of all ub. 1345, 2019 Handbook for or <b>four</b> years from the date the also the paid preparer, nying schedules and
	ERO'S Signature BRIAN HENDERSON Brian He	enderson	Date 5/16/22	Check if Chec also paid X self-	D01014076
ERO	signature BRIAN HENDERSON HUDSON HENDERSON	& COMPAN		preparer A empl	oyed DP01814976
Must Sign	if self-employed) 7473 N. TNGRAM. S	SUITE 102			81-1741762
Sign	and address FRESNO			CA	ZIP code 93711
	of perjury, I declare that I have examined the above organization			statements, and to the	pest of my knowledge and belief, they
are true, correc	;, and complete. I make this declaration based on all information	II OI WIIICH I NAV	Date	I	Paid preparer's PTIN
Paid	Paid preparer's signature			Check if self-employe	
Preparer Must					Firm's FEIN
Sign	Firm's name (or yours if self- employed) and address				ZIP code

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2019

## RightSignature citrix

## SIGNATURE CERTIFICATE

#### **TRANSACTION DETAILS**

**Reference Number** 84A498C6-2E26-41D3-A8CB-872C449A29A8

**Transaction Type** Signature Request Sent At

05/16/2022 17:15 EDT **Executed At** 

05/16/2022 17:43 EDT

**Identity Method** email **Distribution Method** email

Signed Checksum

229abc24fcc6043166339e6c847cd99550b5afaf4145dc8619b93ab935e53c1f

Signer Sequencing Disabled **Document Passcode** Disabled

## SIGNERS

#### SIGNER

Name Scott Netherton Email coalingachamber@gmail.com Components 4

#### **E-SIGNATURE**

Status signed **Multi-factor Digital Fingerprint Checksum** 8f23fad965291c0ae89e4520fbf54040dd1345d8c76b491f3d1d0b1b1c4ddf9f

**IP Address** 107.211.25.232 Device Chrome via Windows

Typed Signature

Status

Scott Netheton

Signature Reference ID D3677B8F

## **EVENTS**

Viewed At 05/16/2022 17:35 EDT **Identity Authenticated At** 05/16/2022 17:42 EDT Signed At 05/16/2022 17:43 EDT

Name **Brian Henderson** Email bhenderson@hhccpas.com

Components

3

signed **Multi-factor Digital Fingerprint Checksum** 

650eb3228ec5af64eddbaf61d362baee9b70742d9c6fbe93383c04643a5b7724

**IP Address** 104.185.68.81 Device Chrome via Windows

Typed Signature

Brian Henderson

Signature Reference ID 3F27899F

Viewed At 05/16/2022 17:16 EDT

**Identity Authenticated At** 05/16/2022 17:16 EDT

Signed At 05/16/2022 17:16 EDT



## **DOCUMENT DETAILS**

**Document Name** Ef Forms Only Return For 348 Chamber Filename ef_forms_only_return_for_348_chamber.pdf Pages 2 pages **Content Type** application/pdf **File Size** 998 KB **Original Checksum** b893442e749e15f324ee4ef86fcaa2f80721266911f35f4cf58c4942588588d1

**REFERENCE NUMBER** 

84A498C6-2E26-41D3-A8CB-872C449A29A8

## AUDITS

TIMESTAMP	AUDIT
05/16/2022 17:15 EDT	Marcy Sigler (msigler@hhccpas.com) created document 'ef_forms_only_return_for_348_chamber.pdf' on Chrome via Windows from 104.185.68.81.
05/16/2022 17:15 EDT	Brian Henderson (bhenderson@hhccpas.com) was emailed a link to sign.
05/16/2022 17:15 EDT	Scott Netherton (coalingachamber@gmail.com) was emailed a link to sign.
05/16/2022 17:16 EDT	Brian Henderson (bhenderson@hhccpas.com) viewed the document on Chrome via Windows from 104.185.68.81.
05/16/2022 17:16 EDT	Brian Henderson (bhenderson@hhccpas.com) authenticated via email on Chrome via Windows from 104.185.68.81.
05/16/2022 17:16 EDT	Brian Henderson (bhenderson@hhccpas.com) signed the document on Chrome via Windows from 104.185.68.81.
05/16/2022 17:35 EDT	Scott Netherton (coalingachamber@gmail.com) viewed the document on Chrome via Windows from 107.211.25.232.
05/16/2022 17:42 EDT	Scott Netherton (coalingachamber@gmail.com) authenticated via email on Chrome via Windows from 107.211.25.232.
05/16/2022 17:43 EDT	Scott Netherton (coalingachamber@gmail.com) signed the document on Chrome via Windows from 107.211.25.232.

Form <b>8879-EO</b>	IRS <i>e-file</i> Signature Authorization for an Exempt Organization		OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	For calendar year 2020, or fiscal year beginning, 2020, and ending, 2020, and ending, Do not send to the IRS. Keep for your records. ► Go to www.irs.gov/Form8879EO for the latest inform		2020
Name of exempt organization or per	5		ntification number
COALINGA AREA CH	AMBER OF COMMERCE	94-039	1616
Name and title of officer or person s		I	
SCOTT NETHERTON	CUR EXEC DIR		
Part I Type of Retu	rn and Return Information (Whole Dollars Only)		
check the box on line 1a, 2 leave line 1b, 2b, 3b, 4b, 5	rn for which you are using this Form 8879-EO and enter the applicable 2a, 3a, 4a, 5a, 6a, or 7a below, and the amount on that line for the retur ib, 6b, or 7b, whichever is applicable, blank (do not enter -0-). But, if yo Do not complete more than one line in Part I.	rn being filed with thi	s form was blank, then
1 a Form 990 check here	<b>b</b> Total revenue, if any (Form 990, Part VIII, column (A),	line 12)	1 b
2 a Form 990-EZ check h	here 🕨 🛛 🖕 Total revenue, if any (Form 990-EZ, line 9)		<b>2b</b> 66,929.
3 a Form 1120-POL chec			3 b
4 a Form 990-PF check h			4 b
5 a Form 8868 check her			5 b
6 a Form 990-T check he 7 a Form 4720 check her			6b
/ a F orm 4/20 check her	re ► <b>b Total tax</b> (Form 4720, Part III, line 1)		7b
Part II Declaration a	and Signature Authorization of Officer or Person Subject	t to Tax	
Under penalties of perjury, I	declare that X I am an officer of the above organization or I a	m a person subject to	o tax with respect to
processing the return or reful initiate an electronic funds w of the federal taxes owed o U.S. Treasury Financial Ag financial institutions involve inquiries and resolve issue	e IRS (a) an acknowledgement of receipt or reason for rejection of the nd, and (c) the date of any refund. If applicable, I authorize the U.S. Treasur ithdrawal (direct debit) entry to the financial institution account indicated in to this return, and the financial institution to debit the entry to this account at 1-888-353-4537 no later than 2 business days prior to the paymed in the processing of the electronic payment of taxes to receive confus related to the payment. I have selected a personal identification number consent to electronic funds withdrawal.	y and its designated F the tax preparation sof ount. To revoke a par ent (settlement) date idential information n	nancial Agent to ware for payment yment, I must contact the . I also authorize the ecessary to answer
PIN: check one box only			
X I authorize HUDSON	N HENDERSON & COMPANY, INC. to enter my ERO firm name	PIN 0034 Enter five numb do not enter all	pers, but
on the tax year 2020 elec (ies) regulating charitie disclosure consent scre	ctronically filed return. If I have indicated within this return that a copy of the es as part of the IRS Fed/State program, I also authorize the aforemen een.	e return is being filed w tioned ERO to enter i	ith a state agency ny PIN on the return's
electronically filed retu	n subject to tax with respect to the organization, I will enter my PIN as rn. If I have indicated within this return that a copy of the return is beir IRS Fed/State program, I will enter my PIN on the return's disclosure	ng filed with a state a	ax year 2020 gency(ies) regulating
Signature of officer or person subject		Date ► 05/19	/2022
Part III Certification	and Authentication		
ERO's EFIN/PIN. Enter you	ur six-digit electronic filing identification / your five-digit self-selected PIN	[	77728333860
I certify that the above nume		turn indicated above. I	Do not enter all zeros
I am submitting this return in Providers for Business Ret	eric entry is my PIN, which is my signature on the 2020 electronically filed re accordance with the requirements of <b>Pub. 4163,</b> Modernized e-File (MeF) Infor- turns.	mation for Authorized IF	confirm that RS <i>e-file</i>

ERO Must Retain This Form – See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

Date Accepte	ed				DO NOT MA	IL THIS	5 FORM TO THE FTB
TAXABLE YE	EAR Californ	ia e-file Return	Autho	rization for	I		FORM
2020	Exempt	Organizations					8453-EO
Exempt Organiza		- <b>5</b>				Ident	ifying number
COALINGA	AREA CHAMBER (	OF COMMERCE				94-	-0391616
Part I E	lectronic Return Info	ormation (whole dollars onl	y)				
-		9, line 4)					
-	-	, line 8)					
3 Total e	xpenses and disbursem	ents (Form 199, line 9)				•••••	<b>3</b> 167,442.
Part II S	ettle Your Accoun	t Electronically for Ta	xable Yea	ar 2020			
<b>4</b> Ele	ctronic funds withdrawa	al <b>4a</b> Amount		4b Withdray	wal date (mm/c	ld/yyyy)	
Part III E	Banking Information	<b>n</b> (Have you verified the ex	empt organ	ization's banking ir	formation?)		
	number						
	t number			7 Type of account:	Checking		Savings
	Declaration of Offic						
	ne exempt organization's or the amount listed on	s account to be settled as c line 4a.	lesignated i	n Part II. If I check	Part II, Box 4,	l authoriz	ze an electronic funds
return origina correspondin	ator (ERO), transmitter, g lines of the exempt o	at I am an officer of the above or intermediate service pro rganization's 2020 Californi	ovider and the and the and the angle of a content of a co	he amounts in Part return. To the bes	I above agree t of my knowle	with the a	amounts on the belief, the exempt
Tax Board (F	TB) does not receive fu	nd complete. If the exempt or all and timely payment of the interest and penalties. I au	e exempt o	rganization's fee lia	ability, the exer	npt organ	ization will remain liable
		by the ERO, transmitter, or int					
return or ref	und is delayed, I author	rize the FTB to disclose to t	the ERO or	intermediate servi	ce provider the	reason(s	s) for the delay.
	S. y nul	to do a	05 (10 )				
Sign	Scott Neth	erton			XEC DIR		
Sign Here	Signature of officer	erton	05/19/ Date		XEC DIR		
Here Part V D	Signature of officer	tronic Return Originat	Date or (ERO)	and Paid Prepa	Irer. See instru		
Here Part V D I declare that	Signature of officer  Declaration of Elect I have reviewed the ab	tronic Return Originat	Date or (ERO) return and	and Paid Prepa that the entries on	<b>Irer.</b> See instru form FTB 8453	-EO are o	
Here Part V C I declare that the best of m	Signature of officer Declaration of Elect t I have reviewed the ab	tronic Return Originat pove exempt organization's only an intermediate service	Date or (ERO) return and e provider,	and Paid Prepa that the entries on I understand that I	form FTB 8453 am not respons	-EO are o sible for r	eviewing the exempt
Here Part V C I declare that the best of m organization' officer's sign	Signature of officer Declaration of Elect t I have reviewed the ab- mathematical structure of the structu	tronic Return Originat pove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi	Date or (ERO) return and e provider, O accurated s return to	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro	form FTB 8453 form FTB 8453 am not respons on the return.) vided the organ	-EO are o sible for r I have ob nization o	eviewing the exempt otained the organization fficer with a copy of all
Here Part V C I declare that the best of m organization' officer's sign forms and in	Signature of officer Declaration of Elect t I have reviewed the ab- mathematical structure of the structu	tronic Return Originat pove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for	Date or (ERO) return and e provider, O accuratel s return to bilowed all c	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements	form FTB 8453 form FTB 8453 am not respons on the return.) vided the organ described in FT	-EO are o sible for r I have ob nization o B Pub. 13	eviewing the exempt stained the organization fficer with a copy of all 345, 2020 Handbook for
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e	Signature of officer Declaration of Elect t I have reviewed the ab- by knowledge. (If I amount s return. I declare, how- ature on form FTB 8453 formation that I will file- file Providers. I will kee	tronic Return Originat pove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil	Date or (ERO) return and e provider, O accuratel s return to blowed all c e for <b>four</b> y	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements ears from the due of	form FTB 8453 form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retu	-EO are o sible for r I have ob nization o B Pub. 13 rn or <b>fou</b>	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt	Signature of officer Declaration of Elect t I have reviewed the ath ty knowledge. (If I amo s return. I declare, how ature on form FTB 8453 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare	tronic Return Originat bove exempt organization's only an intermediate servic ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will mak that I have examined the a	Date or (ERO) return and e provider, O accuratel s return to blowed all c e for four y ke a copy ava bove exemp	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro other requirements ears from the due of ailable to the FTB up ot organization's re	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retu on request. If I turn and accon	-EO are of sible for r I have ob nization o B Pub. 13 rn or <b>fou</b> am also th npanying	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the ne paid preparer, schedules and
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a	Signature of officer Declaration of Elect t I have reviewed the at by knowledge. (If I amount s return. I declare, how ature on form FTB 8453 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare and to the best of my kr	tronic Return Originat pove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will mak	Date or (ERO) return and e provider, O accuratel s return to blowed all c e for four y ke a copy ava bove exemp	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro other requirements ears from the due of ailable to the FTB up ot organization's re	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retu on request. If I turn and accon	-EO are of sible for r I have ob nization o B Pub. 13 rn or <b>fou</b> am also th npanying	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the ne paid preparer, schedules and
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a	Signature of officer Declaration of Elect t I have reviewed the ath ty knowledge. (If I amo s return. I declare, how ature on form FTB 8453 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare	tronic Return Originat bove exempt organization's only an intermediate servic ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will mak that I have examined the a	Date or (ERO) return and e provider, O accuratel s return to blowed all c e for four y ke a copy ava bove exemp	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro other requirements ears from the due of ailable to the FTB up ot organization's re	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retu on request. If I turn and accon	-EO are of sible for r I have ob nization o B Pub. 13 rn or <b>fou</b> am also th npanying	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the ne paid preparer, schedules and
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a	Signature of officer Declaration of Elect t I have reviewed the ab- ty knowledge. (If I am of s return. I declare, how ature on form FTB 8453 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare and to the best of my kr ve knowledge.	tronic Return Originat bove exempt organization's only an intermediate servic ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will mak that I have examined the a nowledge and belief, they a	Date or (ERO) return and e provider, O accuratel s return to e for four y ce a copy ava bove exemp re true, corr	and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro other requirements ears from the due of ailable to the FTB up ot organization's re	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accom I make this de	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th npanying claration	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the ne paid preparer, schedules and
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I ha	Signature of officer Declaration of Elect t I have reviewed the ab- ty knowledge. (If I am of s return. I declare, how ature on form FTB 8453 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare and to the best of my kr ve knowledge.	tronic Return Originat bove exempt organization's only an intermediate servic ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will mak that I have examined the a nowledge and belief, they a	Date or (ERO) return and e provider, O accuratel s return to e for four y ce a copy ava bove exemp re true, corr	that the entries on I understand that I y reflects the data the FTB; I have pro- ther requirements of ears from the due of ailable to the FTB up of organization's re rect, and complete.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accon I make this de	-EO are of sible for r I have ob nization o B Pub. 13 rn or <b>fou</b> am also th npanying	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the le paid preparer, schedules and based on all information
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I ha	Signature of officer Declaration of Elect t I have reviewed the ab- by knowledge. (If I amound s return. I declare, how- ature on form FTB 84533 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare and to the best of my kr ve knowledge. ERO's Signature BRIAN E	tronic Return Originat bove exempt organization's only an intermediate servic ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will mak that I have examined the a	Date or (ERO) return and e provider, O accuratel s return to e for four y (e a copy ava bove exemp re true, corr derson	and Paid Prepa Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements ears from the due of ailable to the FTB up ot organization's re rect, and complete.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accon I make this de	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th npanying claration	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the re paid preparer, schedules and based on all information
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I ha	Signature of officer Declaration of Elect t I have reviewed the ab- hy knowledge. (If I am of s return. I declare, how ature on form FTB 8453 formation that I will file file Providers. I will kee ization return is filed, whi ies of perjury, I declare and to the best of my kr ve knowledge. ERO's Signature BRIAN E Firm's name (or yours 77	tronic Return Originat ove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent	Date or (ERO) return and e provider, O accuratel s return to e for four y (e a copy ava bove exemp re true, corr derson	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements of ears from the due of ailable to the FTB up of organization's re rect, and complete.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accon I make this de	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th npanying claration Check if self- employed Firm's	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the le paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81-1741762
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I has ERO Must Sign	Signature of officer Declaration of Elect t I have reviewed the ab- mathematical structure on form FTB 8453 formation that I will file -file Providers. I will kee ization return is filed, whi les of perjury, I declare and to the best of my kr ve knowledge. ERO's signature BRIAN E Firm's name (or yours if self-employed) and address	tronic Return Originat bove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent UDSON HENDERSON 6 7473 N. INGRAM, SU TRESNO	Date or (ERO) return and e provider, O accuratel s return to billowed all c e for four y ke a copy ava bove exemp re true, corr derson <u>c COMPAN</u> JITE 102	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements of ears from the due of ailable to the FTB up of organization's re rect, and complete.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retur on request. If I a turn and accom I make this de Check if also paid preparer X	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th upanying cclaration Check if self- employed Firm's CA ZIP c	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the le paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81–1741762 ode 93711
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I had ERO Must Sign Under penalties	Signature of officer         Declaration of Elect         t I have reviewed the about the second sec	tronic Return Originat bove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent UDSON HENDERSON 6 7473 N. INGRAM, SU TRESNO	Date or (ERO) return and e provider, O accurated s return to billowed all c e for four y ke a copy ava bove exemp re true, corr derson <u>COMPAN</u> JITE 102 return and acco	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro- ther requirements of ears from the due of ailable to the FTB up ot organization's re- rect, and complete. Date 5/19/22 IY, INC.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retur on request. If I a turn and accom I make this de Check if also paid preparer X	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th upanying cclaration Check if self- employed Firm's CA ZIP c	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the le paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81–1741762 ode 93711
Here Part V C I declare that the best of m organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I had ERO Must Sign Under penalties	Signature of officer         Declaration of Elect         t I have reviewed the about the provided set of the set	tronic Return Originat bove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent UDSON HENDERSON 6 7473 N. INGRAM, SU TRESNO	Date or (ERO) return and e provider, O accurated s return to billowed all c e for four y ke a copy ava bove exemp re true, corr derson <u>COMPAN</u> JITE 102 return and acco	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro- ther requirements of ears from the due of ailable to the FTB up ot organization's re- rect, and complete. Date 5/19/22 IY, INC.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the retur on request. If I a turn and accom I make this de Check if also paid preparer X	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th upanying cclaration Check if self- employed Firm's CA ZIP c	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the re paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81–1741762 ode 93711 my knowledge and belief, they
Here Part V C I declare that the best of rr organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I had ERO Must Sign Under penalties are true, correct	Signature of officer         Declaration of Elect         t I have reviewed the about the provided of the sector o	tronic Return Originat bove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent UDSON HENDERSON 6 7473 N. INGRAM, SU TRESNO	Date or (ERO) return and e provider, O accurated s return to billowed all c e for four y ke a copy ava bove exemp re true, corr derson <u>COMPAN</u> JITE 102 return and acco	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements ears from the due of ailable to the FTB up ot organization's re rect, and complete. Date 5/19/22 Y, INC.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accon I make this de Check if also paid preparer X	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th panying claration Check if self- employed Firm's CA ZIP co the best of	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the le paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81–1741762 ode 93711
Here Part V C I declare that the best of rr organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I ha ERO Must Sign Under penalties are true, correct, Paid Preparer	Signature of officer         Declaration of Elect         t I have reviewed the above the above the second	tronic Return Originat bove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent UDSON HENDERSON 6 7473 N. INGRAM, SU TRESNO	Date or (ERO) return and e provider, O accurated s return to billowed all c e for four y ke a copy ava bove exemp re true, corr derson <u>COMPAN</u> JITE 102 return and acco	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements ears from the due of ailable to the FTB up ot organization's re rect, and complete. Date 5/19/22 Y, INC.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accom I make this de Check if also paid preparer X	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th npanying cclaration Check if self- employed Firm's CA ZIP c the best of	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the re paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81–1741762 ode 93711 my knowledge and belief, they
Here Part V C I declare that the best of rr organization' officer's sign forms and in Authorized e exempt organ under penalt statements, a of which I had ERO Must Sign Under penalties are true, correct, Paid	Signature of officer         Declaration of Elect         t I have reviewed the about the provided of the sector o	tronic Return Originat bove exempt organization's only an intermediate service ever, that form FTB 8453-E 3-EO before transmitting thi with the FTB, and I have for ep form FTB 8453-EO on fil ichever is later, and I will make that I have examined the a nowledge and belief, they a HENDERSON Brian Hent UDSON HENDERSON 6 7473 N. INGRAM, SU TRESNO	Date or (ERO) return and e provider, O accurated s return to billowed all c e for four y ke a copy ava bove exemp re true, corr derson <u>COMPAN</u> JITE 102 return and acco	Title and Paid Prepa that the entries on I understand that I y reflects the data the FTB; I have pro ther requirements ears from the due of ailable to the FTB up ot organization's re rect, and complete. Date 5/19/22 Y, INC.	form FTB 8453 am not respons on the return.) vided the organ described in FT date of the return on request. If I a turn and accon I make this de Check if also paid preparer X	-EO are of sible for r I have ob nization o B Pub. 1: rn or <b>fou</b> am also th npanying cclaration Check if self- employed Firm's CA ZIP c the best of	eviewing the exempt otained the organization officer with a copy of all 345, 2020 Handbook for r years from the date the le paid preparer, schedules and based on all information ERO's PTIN P01814976 s FEIN 81–1741762 ode 93711 my knowledge and belief, they Paid preparer's PTIN

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2020

## cilrıx | RightSignature

## SIGNATURE CERTIFICATE

#### **TRANSACTION DETAILS**

**Reference Number** 72614F62-7F71-47ED-8ABA-84E7342AC66E

Transaction Type Signature Request Sent At

05/19/2022 11:57 EDT Executed At

05/19/2022 12:17 EDT

Identity Method email Distribution Method email

Signed Checksum

41f7793f2bdf35e350c6190ad7c38fb6710520ced6ea6459e8b933dbef542d03

Signer Sequencing Disabled Document Passcode Disabled

## SIGNERS

### SIGNER

Name Brian Henderson Email bhenderson@hhccpas.com Components 3

#### E-SIGNATURE

Status signed Multi-factor Digital Fingerprint Checksum 425bb0b66e26cbc6682432f170295152a055e22d7f7af7c65076beac440d1b09

IP Address 96.86.148.53 Device Chrome via Windows Typed Signature



Signature Reference ID 171ACD12

Name Scott Netherton Email coalingachamber@gmail.com Components

4

signed Multi-factor Digital Fingerprint Checksum

67f5347bbfc5b7f4d8ef129ab2439907ff6a1cf50bbe81341f5b1b14d755de59

IP Address 107.211.25.232 Device Chrome via Windows

Status

Typed Signature

Scott Netherton

Signature Reference ID A820C50D

#### **DOCUMENT DETAILS**

Document Name Ef Forms Only Return For 348 Chamber20 Filename ef_forms_only_return_for_348_chamber20.pdf Pages 2 pages Content Type application/pdf File Size 998 KB

**Original Checksum** 

af900f067899d150f1d7d4a039cebd6f20927c3be701212bc14574e6de7b0ef3

#### **EVENTS**

Viewed At 05/19/2022 12:17 EDT Identity Authenticated At 05/19/2022 12:17 EDT Signed At 05/19/2022 12:17 EDT

Viewed At 05/19/2022 12:06 EDT

Identity Authenticated At 05/19/2022 12:06 EDT

Signed At 05/19/2022 12:06 EDT

AUDITS



## REFERENCE NUMBER

72614F62-7F71-47ED-8ABA-84E7342AC66E

AUDIT
Marcy Sigler (msigler@hhccpas.com) created document 'ef_forms_only_return_for_348_chamber20.pdf' on Chrome via Windows from 104.185.68.81.
Scott Netherton (coalingachamber@gmail.com) was emailed a link to sign.
Brian Henderson (bhenderson@hhccpas.com) was emailed a link to sign.
Scott Netherton (coalingachamber@gmail.com) viewed the document on Chrome via Windows from 107.211.25.232.
Scott Netherton (coalingachamber@gmail.com) authenticated via email on Chrome via Windows from 107.211.25.232.
Scott Netherton (coalingachamber@gmail.com) signed the document on Chrome via Windows from 107.211.25.232.
Brian Henderson (bhenderson@hhccpas.com) viewed the document on Chrome via Windows from 96.86.148.53.
Brian Henderson (bhenderson@hhccpas.com) authenticated via email on Chrome via Windows from 96.86.148.53.
Brian Henderson (bhenderson@hhccpas.com) signed the document on Chrome via Windows from 96.86.148.53.

Form	887	'9-	ГΕ
------	-----	-----	----

Department of the Treasury Internal Revenue Service

# IRS *e-file* Signature Authorization for a Tax Exempt Entity

For calendar year 2021, or fiscal year beginning ______, 2021, and ending

► Do not send to the IRS. Keep for your records.

► Go to www.irs.gov/Form8879TE for the latest information.

2021

Name of filer

COALINGA AREA CHAMBER OF COMMERCE

EIN or SSN 94-0391616

Name and title of officer or person subject to tax SCOTT NETHERTON CUR EXEC DIR

Part I Type of Return and Return Information		
Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check <b>6a</b> , <b>7a</b> , <b>8a</b> , <b>9a</b> , or <b>10a</b> below, and the amount on that line for the return being filed with this form was blank, <b>6b</b> , <b>7b</b> , <b>8b</b> , <b>9b</b> , or <b>10b</b> , whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return line below. <b>Do not</b> complete more than one line in Part I.	k the box on line <b>1a, 2</b> then leave line <b>1b, 2</b> h, then enter -0- on th	2a, 3a, 4a, 5a, 5, 3b, 4b, 5b, e applicable
1a Form 990 check here X b Total revenue, if any (Form 990, Part VIII, column (A), line 12)		
2a Form 990-EZ check here <b>b Total revenue,</b> if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here b Total tax (Form 1120-POL, line 22)		
4a Form 990-PF check here <b>b</b> Tax based on investment income (Form 990-PF, Part V, line 5)	4b	
5a Form 8868 check here F b Balance due (Form 8868, line 3c)	5b	
6a Form 990-T check here  b Total tax (Form 990-T, Part III, line 4)		
7a Form 4720 check here F b Total tax (Form 4720, Part III, line 1)	7b	
8a Form 5227 check here F b FMV of assets at end of tax year (Form 5227, Item D)	8b	
9a Form 5330 check here ► b Tax due (Form 5330, Part II, line 19)	9b	
10a Form 8038-CP check here. <b>b</b> Amount of credit payment requested (Form 8038-CP, Part III, line	22) <b>10b</b>	
Part II Declaration and Signature Authorization of Officer or Person Subject to Tax		
Under penalties of perjury, I declare that $\overline{X}$ I am an officer of the above entity or $\overline{I}$ I am a person sub	ight to tax with rooms	at to
(name of entity)	s, and, to the best of i punt shown on the cop lator (ERO) to send th on, <b>(b)</b> the reason for ssignated Financial Age paration software for par evoke a payment, I mu ment) date. I also autio ormation necessary to	my knowledge by of the le return to the any delay in nt to yment ust contact the horize the o answer
	00348 as m	iy signature
ERO firm name Enter five	e numbers, but nter all zeros	
on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ER return's disclosure consent screen.		
As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regime the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.	year 2021 electronicall ulating charities as part	y filed of

Scott Netherton Signature of officer or person subject to tax

05/19/2022 Date ►

Part III **Certification and Authentication** 

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

77728333860	
Do not enter all zeros	

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns. Brian Henderson

ERO's signature	►	BRIAN	HENDERSON	0

05	/1	9/	2	022	
----	----	----	---	-----	--

ERO Must Retain This Form – See Instructions	
o Not Submit This Form to the IRS Unless Requested To	Do So

Date 🕨

Date Accept	ed					DO NOT	MAIL 1	'HIS F	ORM TO THE	FTB
TAXABLE Y	EAR Californi	ia e-file Return	Autho	rizat	ion for	I			FORM	N
2021	Exempt	Organizations							8453-	EO
Exempt Organiz								Identifyin	g number	
	A AREA CHAMBER O							94-0	391616	
		prmation (whole dollars onl						1	217,1	61
-		line 4)								
		ents (Form 199, line 9)							· · · · · · · · · · · · · · · · · · ·	
Part II S	Settle Your Account	Electronically for Ta	xable Yea	ar <b>202</b> 1						
<b>4</b> Ele	ectronic funds withdrawal	<b>4a</b> Amount		4	<b>b</b> Withdrav	wal date (m	m/dd/yy	/y) _		
Part III I	<b>Banking Information</b>	(Have you verified the ex	empt organ	ization's	banking in	formation?	)			
5 Routin										
6 Accour				<b>7</b> Type	of account:	Chec	king	S	avings	
	Declaration of Office		locianotodi	n Dort I	If Lobooly	Dort II. ho		horizo	an alastropis funda	
	or the amount listed on li	account to be settled as c ine 4a.	iesignated i	in Part I	. П Г спеск	Part II, DO	4, I aut	norize a	an electronic lunds	5
correspondir organization' Tax Board (i for the fee li statements b return or ref	ng lines of the exempt or return is true, correct, and TB) does not receive ful ability and all applicable transmitted to the FTB by	or intermediate service pro ganization's 2021 Californi d complete. If the exempt org II and timely payment of th interest and penalties. I au the ERO, transmitter, or int ze the FTB to disclose to t	a electronic ganization is e exempt o uthorize the ermediate se <b>the ERO or</b>	c return. filing a rganizat exempt ervice pri interme	To the best balance due ion's fee lia organizatio ovider. If the diate servio	t of my kno return, I un bility, the e on return ar <b>processing</b> ce provider	wledge a derstand xempt o id accon of the ex	nd beli that if th rganiza panyin <b>cempt o</b>	ef, the exempt he Franchise tion will remain lia g schedules and <b>rganization's</b>	able
Sign	Signature of officer	con	05/19/2 Data	2022	CUR E	XEC DIR				
Here	Signature of oncer		Date		The					
		ronic Return Originat								
		ove exempt organization's only an intermediate service ever, that form FTB 8453-E	e provider,							
officer's sigr forms and in Authorized e exempt organ under penal statements,	formation that I will file v -file Providers. I will keep ization return is filed, whic ies of perjury, I declare t	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil shever is later, and I will mak that I have examined the a owledge and belief, they a	s return to pllowed all c e for <b>four</b> y ke a copy av bove exempt	ly reflect the FTB other req vears fro ailable to pt organ	ts the data I have pro- puirements of the due of the FTB up ization's re	on the retuin vided the o described ir date of the on request. turn and ac	n.) I hav rganizati rFTB Pu return or If I am al company	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch	ned the organization er with a copy of a 5, 2021 Handbook ears from the date aid preparer, nedules and	on all for the
officer's sigr forms and in Authorized e exempt organ under penal statements,	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare t and to the best of my know we knowledge.	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil hever is later, and I will mak that I have examined the a owledge and belief, they a	s return to blowed all c e for <b>four</b> y ce a copy av bove exemp re true, cor	ly reflect the FTB other req ears fro ailable to pt organ rect, and Date	ts the data ( I have pro uirements ( m the due ( the FTB up ization's re d complete.	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid	n.) I hav rganizati FTB Pu return or If I am al company declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba	ned the organization er with a copy of a 5, 2021 Handbook ears from the date aid preparer, nedules and sed on all informa	on all for the
officer's sigr forms and in Authorized e exempt organ under penal statements, of which I ha	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare t and to the best of my know we knowledge.	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil shever is later, and I will mak that I have examined the a owledge and belief, they a ENDERSON Brian Hen	s return to ollowed all c e for <b>four</b> y ke a copy av bove exemp re true, cor cderson	ly reflect the FTB other req rears fro ailable to pt organ rect, and Date 5/19/	ts the data i have pro- uirements of m the due of the FTB up ization's re d complete.	on the retui vided the o described ir date of the on request. turn and ac I make this Check if	n.) I hav rganizati FTB Pu return or If I am al company declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba	er with a copy of a copy o	on all for the
officer's sigr forms and in Authorized e exempt organ under penal statements, of which I has ERO Must	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare t and to the best of my know we knowledge. ERO's signature BRIAN H Firm's name (or yours if self-employed) BRIAN H	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil thever is later, and I will make that I have examined the a owledge and belief, they a <u>ENDERSON</u> Brian Hen UDSON HENDERSON & 473 N. INGRAM, SU	s return to ollowed all c e for <b>four</b> y ke a copy av bove exemp re true, cor cderson	ly reflect the FTB other rec rears fro ailable to pt organ rect, and Date 5/19, IY, IN	ts the data ( I have pro uirements ( m the due ( the FTB up ization's re d complete.	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid	n.) I hav rganizati FTB Pu return or If I am al company declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba	er with a copy of a copy o	on all for the
officer's sigr forms and ir Authorized e exempt orgar under penal statements, of which I has ERO Must Sign	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare t and to the best of my know we knowledge. ERO's signature BRIAN H Firm's name (or yours if self-employed) and address 77	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil thever is later, and I will mak that I have examined the a owledge and belief, they a <u>ENDERSON</u> Brian Hen UDSON HENDERSON & 473 N. INGRAM, SU RESNO	s return to billowed all c e for <b>four</b> y is a copy av bove exemp re true, cor ederson <u>c COMPAN</u> JITE 102	ly reflect the FTB other rec ears fro ailable to pt organ rect, and Date 5/19, IY, IN 2	ts the data 1 have pro- uirements of the HTB up ization's re- d complete. 722 IC.	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid preparer	n.) I hav rganizati FTB Pu return or If I am al company s declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba if red	ned the organizations er with a copy of a 5, 2021 Handbook ears from the date aid preparer, nedules and sed on all informa ERO's PTIN P01814976 IN <u>81-1741762</u> 93711	on all for the tion
officer's sigr forms and in Authorized e exempt organ under penal statements, of which I has ERO Must Sign Under penalties	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare to and to the best of my know we knowledge.	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil thever is later, and I will make that I have examined the a owledge and belief, they a <u>ENDERSON</u> Brian Hen UDSON HENDERSON & 473 N. INGRAM, SU	s return to billowed all c e for <b>four</b> y is a copy av- bove exemp re true, cor derson <u>c COMPAN</u> JITE 102 return and acco	ly reflect the FTB other rec- ears fro ailable to pt organ rect, and Date 5/19/ IY, IN 2	ts the data ( I have pro- uirements of m the due of the FTB up ization's re- d complete. /22 //22 IC.	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid preparer	n.) I hav rganizati FTB Pu return or If I am al company s declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba if red	ned the organizations er with a copy of a 5, 2021 Handbook ears from the date aid preparer, nedules and sed on all informa ERO's PTIN P01814976 IN <u>81-1741762</u> 93711	on all for the tion
officer's sigr forms and in Authorized e exempt organ under penal statements, of which I has ERO Must Sign Under penalties	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare to and to the best of my know we knowledge. ERO's signature BRIAN H Firm's name (or yours if self-employed) and address HI of perjury, I declare that I have e , and complete. I make this dec	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil thever is later, and I will make that I have examined the a owledge and belief, they a <u>ENDERSON</u> Brian Hen UDSON HENDERSON & 473 N. INGRAM, SU RESNO examined the above organization's	s return to billowed all c e for <b>four</b> y is a copy av- bove exemp re true, cor derson <u>c COMPAN</u> JITE 102 return and acco	ly reflect the FTB other rec- ears fro ailable to pt organ rect, and Date 5/19/ IY, IN 2	ts the data ( I have pro- uirements of m the due of the FTB up ization's re- d complete. /22 //22 IC.	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid preparer	n.) I hav rganizati FTB Pu return or If I am al company s declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba if red	ned the organizations er with a copy of a 5, 2021 Handbook ears from the date aid preparer, nedules and sed on all informa ERO's PTIN P01814976 IN <u>81-1741762</u> 93711	on all for the tion
officer's sigr forms and in Authorized e exempt organ under penal statements, of which I has ERO Must Sign Under penalties	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare to and to the best of my know we knowledge.	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil thever is later, and I will make that I have examined the a owledge and belief, they a <u>ENDERSON</u> Brian Hen UDSON HENDERSON & 473 N. INGRAM, SU RESNO examined the above organization's	s return to billowed all c e for <b>four</b> y is a copy av- bove exemp re true, cor derson <u>c COMPAN</u> JITE 102 return and acco	ly reflect the FTB other rec- ears fro ailable to pt organ rect, and Date 5/19/ IY, IN 2	ts the data i have pro- uirements of m the due of the FTB up ization's re d complete. /22 IC .	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid preparer Statements, a	n.) I hav rganizati FTB Pu return or If I am al company s declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba if red	ned the organizations in the organization of a copy of	on all for the tion
officer's sigr forms and ir Authorized e exempt orgar under penal statements, of which I has <b>ERO</b> Must Sign Under penalties are true, correc	ature on form FTB 8453- formation that I will file w -file Providers. I will keep ization return is filed, whice ies of perjury, I declare to and to the best of my know we knowledge.	EO before transmitting thi with the FTB, and I have fo p form FTB 8453-EO on fil thever is later, and I will make that I have examined the a owledge and belief, they a <u>ENDERSON</u> Brian Hen UDSON HENDERSON & 473 N. INGRAM, SU RESNO examined the above organization's	s return to billowed all c e for <b>four</b> y is a copy av- bove exemp re true, cor derson <u>c COMPAN</u> JITE 102 return and acco	ly reflect the FTB other rec- ears fro ailable to pt organ rect, and Date 5/19/ IY, IN 2	ts the data i have pro- uirements of m the due of the FTB up ization's re d complete. /22 IC .	on the retui vided the o described ir date of the on request. turn and ac I make this Check if also paid preparer Statements, a	n.) I hav rganizati FTB Pu return or If I am al company s declara declara	e obtai on offic b. 1345 <b>four</b> ye so the p ving sch tion ba if red	ned the organizations er with a copy of a 5, 2021 Handbook ears from the date aid preparer, nedules and sed on all informa ERO's PTIN P01814976 IN <u>81-1741762</u> 93711 knowledge and belief, th Paid preparer's PTIN	on all for the tion

## cilrıx | RightSignature

## SIGNATURE CERTIFICATE

#### **TRANSACTION DETAILS**

**Reference Number** 2858D012-0066-478F-A0C5-04C0DE925935

Transaction Type Signature Request Sent At

05/19/2022 12:06 EDT Executed At

05/19/2022 12:17 EDT

Identity Method email Distribution Method email

Signed Checksum

0afe861cdb73f89b41a49f3e9c12d165c5bdba544603805ce97c52f3cf055095

Signer Sequencing Disabled Document Passcode Disabled

## SIGNERS

### SIGNER

Name Brian Henderson Email bhenderson@hhccpas.com Components 3

#### E-SIGNATURE

Status signed Multi-factor Digital Fingerprint Checksum 0f654c8300db1a2c3124319b45696821b5e168627d258c00075665f36438b283

IP Address 96.86.148.53 Device Chrome via Windows Typed Signature



Signature Reference ID 396B3C65

Name Scott Netherton Email coalingachamber@gmail.com Components

4

Multi-factor Digital Fingerprint Checksum

8eb16aa0f60b0d8fc230ab5a22dbc27eb499aca14d37a3a9479539a52c2e1c25

IP Address 107.211.25.232 Device Chrome via Windows

Status

signed

Typed Signature

Scott Netherton

Signature Reference ID 430DE026

**DOCUMENT DETAILS** 

Document Name Ef Forms Only Return For 348 Chamber21 Filename ef_forms_only_return_for_348_chamber21.pdf Pages 2 pages Content Type application/pdf File Size 999 KB Original Checksum

f22aa2302e45616641cc6537f739037518d1bcfe51ffc6c7e5cd4f7481a6dbf7

#### EVENTS

Viewed At 05/19/2022 12:17 EDT Identity Authenticated At 05/19/2022 12:17 EDT Signed At 05/19/2022 12:17 EDT

Viewed At 05/19/2022 12:08 EDT

Identity Authenticated At 05/19/2022 12:08 EDT

Signed At 05/19/2022 12:08 EDT

AUDITS



## REFERENCE NUMBER

2858D012-0066-478F-A0C5-04C0DE925935

TIMESTAMP	AUDIT
05/19/2022 12:06 EDT	Marcy Sigler (msigler@hhccpas.com) created document 'ef_forms_only_return_for_348_chamber21.pdf' on Chrome via Windows from 104.185.68.81.
05/19/2022 12:06 EDT	Brian Henderson (bhenderson@hhccpas.com) was emailed a link to sign.
05/19/2022 12:06 EDT	Scott Netherton (coalingachamber@gmail.com) was emailed a link to sign.
05/19/2022 12:08 EDT	Scott Netherton (coalingachamber@gmail.com) viewed the document on Chrome via Windows from 107.211.25.232.
05/19/2022 12:08 EDT	Scott Netherton (coalingachamber@gmail.com) authenticated via email on Chrome via Windows from 107.211.25.232.
05/19/2022 12:08 EDT	Scott Netherton (coalingachamber@gmail.com) signed the document on Chrome via Windows from 107.211.25.232.
05/19/2022 12:17 EDT	Brian Henderson (bhenderson@hhccpas.com) viewed the document on Chrome via Windows from 96.86.148.53.
05/19/2022 12:17 EDT	Brian Henderson (bhenderson@hhccpas.com) authenticated via email on Chrome via Windows from 96.86.148.53.
05/19/2022 12:17 EDT	Brian Henderson (bhenderson@hhccpas.com) signed the document on Chrome via Windows from 96.86.148.53.

## **RESOLUTION NO. 4096**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA AUTHORIZING FISCAL YEAR 2022 STIPEND TO COALINGA AREA CHAMBER OF COMMERCE

**WHEREAS**, the City Manager and her staff have presented the City Council with copies of 2019, 2020, and 2021 tax returns for the Coalinga Area Chamber of Commerce; and

**WHEREAS**, the City Manager and her staff have presented the City Council with copies of bank statements for 2019, 2020, and 2021 for the Coalinga Area Chamber of Commerce; and

**WHEREAS**, the City Council has determined to authorize the payment of a stipend payable to the Coalinga Area Chamber of Commerce during Fiscal Year 20222 in the amount of fifteen thousand dollars (\$15,000).

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

1. The City Manager and her designees are authorized to implement and carry out the provisions of processing the payment to the Coalinga Area Chamber of Commerce in the amount of \$15,000 during Fiscal Year 2022.

The foregoing resolution was approved and adopted at a regular meeting of the City Council of the City of Coalinga held on the16 day of June, 2022, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk/Deputy City Clerk

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

Subject:	Discussion and Direction regarding the Development of a Food Truck Regulatory Ordinance
Meeting Date:	June 16, 2022
From:	Marissa Trejo, City Manager
Prepared by:	Sean Brewer, Community Development Director

## I. RECOMMENDATION:

Staff is requesting direction from the City Council regarding the possibility of developing regulations for food trucks.

## **II. BACKGROUND:**

The current policy in place allows food trucks to operate at the City parking lot located at 6th Street and Elm Avenue on particular dates and times. Food trucks are also allowed to operate on properties zoned commercial or industrial within the City where there is an existing business present. The food truck shall not take up more than 3 parking stalls. Planning Commission and City Council have reviewed food truck regulations in the past however the discussions led to the food truck policy currently in place. Resolution No. 3772-B set a sunset date for a permanent ordinance to be drafted to establish land use regulations for mobile vendors within the City of Coalinga.

## **III. DISCUSSION:**

In an effort to solicit discussion, the Community Development Department has provided some information that has been discussed in the past with both the Planning Commission and City Council.

With the street vendor ordinance in place the new definitions for a mobile vendor and mobile vendor vehicle will read as follows:

*Mobile vendor*. Any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food, drinks or merchandise on any street, or alley, by means of automobile, truck or any other registered vehicle or vessel. This does not include vendors vending from a public sidewalk (See Sidewalk Vendors Section 9-5.130). Mobile vendors must obtain a business license from the City of Coalinga prior to the start of business operations. Mobile Vendor shall not mean any person operating under a concession agreement or other agreement with the city as a party to the agreement. A mobile vendor is different from a peddler, who visits private residences to sell goods, as defined and regulated in Title 5, Chapter 9 of the Coalinga Municipal Code.

*Mobile vendor vehicle*. An automobile, truck or any other registered vehicle or vessel used by mobile vendors to sell their food, drinks or merchandise. Mobile vendor vehicle shall not include delivery vehicles used to transport food or drink from a store having a valid food permit to a customer's home or a vehicle transporting food or drink from a wholesale establishment to a retail outlet.

**NOTE:** The term Food Truck could be worked within the definition of mobile vendor or create a separate section for Food Trucks (temporary food facility) since the current definition only addresses public rights of way and mobility of vehicles not stationary placement.

Attached is a copy of regulations that are applicable to mobile vendors and how they are implemented today. In addition to the City's existing regulation, staff has attached several different ordinances that have been adopted by different cities and counties regulating food trucks and mobile vendors.

Within the attached and linked ordinances, there are few things that may want to be considered during an ordinance development:

- Approval Process and/or Permit Type if any (Administrative, Planning Commission Approval, Conditional Use Permit or Temporary Use Permit)
- Location/Zones Permitted (industrial, commercial, residential zones, vacant lots, existing businesses, on the street, parking lots, ect.)
- Time Limitations
- Distance from existing brick and mortar restaurants and residences
- Utilities (self-sufficient, can then hook up?)
- Parking Standards (surface type, length of time, vacant lots or existing business, ADA Accessibility)
- Shall alcohol be permitted?
- Hours of Operation
- Noise Standards (music, loud speakers, sound from vehicle while driving)
- Signage (on site signage, free standing and vehicle signage)
- Type of Vehicle (self-propelled)
- Concentration of Vendors
- Ability to use tables, chairs, and canopy's
- License and Insurance Requirements (County Health Department, State, Local, General Liability)
- Toilet and Handwashing Station Requirements (if stationary for more than 1 hour or provides open air BBQ)
- Trash and Site Cleanliness
- Maintenance of Vehicles

Below are some links and attachments to various food truck ordinances as well as which ordinances are located in the attached document.

City	Code	Link
Benicia	17.70.380	Section 17.70.380
Turlock	9-2-124	Ordinance attached
Los Banos	9-3.3602	Ordinance attached
Victorville	16-3.07.050	Link
Davis	22.05.210	Flyer in attachment
Colma	5.03	Link
Emeryville	5.27, 9-2.104, 9-7.606	Ordinance in attachment
Claremont	8.04	Ordinance in attachment
Indian Wells	Ord 680	Ordinance in attachment
Citrus Heights	106.42.250	Ordinance in attachment

## **IV. ALTERNATIVES:**

None at this time.

## V. FISCAL IMPACT:

None.

## ATTACHMENTS:

## File Name

- Citrus_Heights_Staff_Report.pdf
- Citrus_Heights.pdf
- Claremont.pdf
- Davis_MobileFoodVendorRequirements_Final.pdf
- D Emeryville_Planning_Regulations_-_Temporary_Uses.pdf
- D Emeryville_Sidewalk_and_Street_Vendor_Regulations.pdf
- Indian_Wells.pdf
- Los_Banos.pdf
- D Turlock.pdf
- Coalinga_Mobile_Vendors_and_Temporary_Uses.pdf

## Description

Citrus Heights Staff Report Citrus Heights Ordinance City of Claremont Davis MobileFoodVendorRequirements_Final Emeryville Planning Regulations - Temporary Uses Emeryville Sidewalk and Street Vendor Regulations Indian Wells Los Banos Turlock Coalinga Mobile Vendors and Temporary Uses



## CITY OF CITRUS HEIGHTS PLANNING DIVISION STAFF REPORT PLANNING COMMISSION MEETING

May 25, 2016

Prepared by: Alison Bermudez, Associate Planner

## <u>REQUEST</u>

The Planning Division requests the Planning Commission review the attached Ordinance Text Amendments in regards to the regulation of temporary uses and forward a recommendation to the City Council.

File Name: Zoning Ordinance Amendment – Temporary Uses

File Number: File # OTA-16-01

## SUMMARY RECOMMENDATION

Staff recommends approval of the following motions:

- A. Recommend the City Council determine that the proposed project is exempt from CEQA under Section 15061(b)(3); and
- B. Recommend that the City Council approve the Ordinance Text Amendments as shown in Exhibits A through D in regards to temporary uses based on the findings contained in the staff report.

## Background

Temporary uses are activities such as farmer's markets, food trucks/mobile food vending, produce stands, special events (Spooktacular, Safety Fair, Car Shows, etc.), and other similar activities. These uses are currently regulated through various sections of the Zoning Code including the Itinerant Vending Section (for uses that "sell" goods) and the Temporary Use Section for other short-term activities.

Over the past year, the number of inquiries regarding temporary uses has increased. One request in particular has been in regards to mobile food vendors and food truck "round-ups". Mobile food vending, also referred to as "food trucks", was ranked by Forbes Magazine as the number one small business in 2011. With the increase in popularity, operators are always interested in new locations to park a food truck. Areas lacking in restaurants and seeking to create synergy are prime areas for this type of user. Unfortunately, the City's current regulations including the restrictions on vending time limits have not supported the growth in this industry. Therefore, in September 2015, staff held a study session with the City Council to seek direction to update the City's zoning regulations to be more in-line with today's trends not only on food trucks but other short-term activities including special events, reoccurring community events, and construction staging areas. At this study session, the City Council supported the staff's request to amend the regulations and directed staff to include the business community in any outreach. A copy of staff's presentation at the Study Session is provided as Attachment 1.

## **Proposed Changes**

The proposal revises various sections of the Zoning Code to amend the standards for certain activities and expand the uses that are allowed through the Temporary Use Permit process. There are several sections of the Zoning Code that currently regulate these types of temporary uses including Section 106.42.106 (Itinerant Vending) and the permitting processes regulated through two sections, 106.62.030 and 106.62.070. The proposal is to classify all short-term activities as a "temporary use"

and eliminate the independent section for itinerant vendors. In addition, other related sections of the Zoning Code will be updated including the definitions and the land use table. Combining all temporary uses into one section and updating the definitions will provide a more user-friendly Zoning Code.

Staff proposes a variety of changes in regards to the temporary use regulations. Exhibits A through D provide the complete list of the changes with the text shown in "red underlined" indicating new regulations and text shown in "purple underline" indicating modified regulations. The table below provides a recap and discussion of the most notable changes.

Торіс	Current Regulations	Proposed Change	Discussion
Special Event/Sale (Exemptions) (106.42.250.B.10)	Currently certain types of special events are exempt from a Temporary Use Permit. The criterion for exemption includes events held indoors or will not occur after 9 pm and is not attended by more than 100 persons.	Special events that are held within an enclosed building will remain exempt. The criterion that exempts events of less than 100 persons and not occurring after 9 pm has been removed.	The proposal clarifies the language and continues to exempt special events or sales held indoors. The proposal does remove the exemptions in regards to attendance and time. These exemptions were rarely used and requiring a permit for each event allows staff the ability to review the proposed site plan and proposed activities based upon the individual event.
Vending on Demand (106.42.250.B.12)	Currently itinerant vendors require issuance of an Itinerant Vendor Permit including mobile food vendors that travel routes (ice cream trucks, etc.)	Delete the code section that is specific to itinerant vendors and categorize under Temporary Uses. Create a new category "Vending on Demand" for vendors that only stop/park at the request of a customer and exempt these types of vendors from obtaining a Temporary Use Permit	The current permitting process requires that sellers that travel routes and only stop at the request of a customer (i.e. ice cream trucks) obtain an Itinerant Vending Permit. This permit structure has been difficult to enforce due to the influx of vendors during peak times. Staff proposes to classify these types of vendors as "Vending on Demand" and exempt them from a Temporary Use Permit. Regulations that require business license, including background check of the vendor, will remain a requirement through the City's Business License process. Vendors that stop in a location and vend from a stationary spot would require a Temporary Use Permit.

Торіс	Current Regulations	Proposed Change	Discussion
Auto Sales (Temporary Sale Events) 106.42.250.C.1	New regulation	auto dealers interester events within the City' Currently, the regulation use. The proposed up (including RV's, trailer certain commercial zo to three consecutive do exceed 12 days per car sales events could ge diminishing sales from	ceived phone calls from various d in hosting short-term auto sales s commercial shopping centers. ons prohibit this type of temporary odate would allow auto sales rs, and other similar vehicles) within ones (GC and SC) for a period of up lays every three months not to alendar year. The intent is that auto nerate customer traffic without n competing businesses since the ons where autos are currently sold.
Construction Staging Areas – Off-Site 106.42.250.C.2	New regulation	used by contractors for equipment for constru- location other than wh a storage area allows close proximity to the to far away locations. used for utility work (w The Zoning Code curr areas <i>"on-site"</i> but sile yards therefore the pro- regulations for this use the code. The regulations will re off-site properties for t to obtain a Temporary permit will provide stat proposed location to e compatible with the su- hours, dust control, ar contractor will be requi- within 500 feet of the s- contractors/agencies w	taging areas are temporary yards or the storage of goods and ction projects that are occurring at a here the yard is located. The use of the contractor to store the goods in job site, preventing excessive trips This practice is most commonly vater, sewer, etc) and road work. rently has provisions for storage ent in the regulation for "off-site" oject includes the addition of e to the Temporary Uses section of equire contractors proposing to use the storage of goods and equipment of Use Permit. The issuance of the ff the opportunity to review the ensure the activities at the site are urroundings including operating nd noise. Additionally, the site of the intended use. All would be subject to obtaining the it (City, County, SMUD, PGE,
Reoccurring Community Events 106.42.250.C.9	New regulation	farmer's market (curre possible future events (multiple food trucks ir typically held on a reg multiple vendors opera the case of these type require the permit, not	uld include events such as a ently one at Sunrise Mall), and a such as a food truck round-up in one location). These events are ular basis and generally include ating/functioning as one event. In es of events, only the "event" would t each individual vendor. is information on a recent proposal ing community event.

Торіс	Current Regulations	Proposed Change	Discussion
Special Events 106.42.250.C.12 (Allowed Uses by Issuance of a Temporary Use Permit)	Current regulations allow for a special event for no more than 10 days in a calendar year.	Allow a special event (carnivals, safety fairs, etc.) to occur up to 10 consecutive days and remove the yearly limit.	Special events bring activity to commercial areas and utilize outdoor space within the commercial centers (such as Sunrise Mall parking lot). These events rarely last more than a weekend but the code was unclear if the 10 day per year limit was per event or an allowance for all events. Staff proposal will clarify that a single event would be limited to no more than 10 consecutive days and would remove the yearly limit.
Vending 106.42.250.C.14	Currently classified as Itinerant Vending	Rename and combine under the Temporary Uses Section	Removing the Itinerant Vending and reclassify this as a Temporary Use will make the Zoning Code more user friendly by having the regulations all in one section.
Daily Removal	Currently the Zoning Code requires that all evidence of vending must be removed on a daily basis.	Proposal to allow discretion that for the length of the permit, vending may remain in place without daily removal.	The City has received interest from a vendor that would like to set-up seasonally (See Attachment 3) and the type of mobile unit does not allow its removal on daily basis. Staff has proposed language that would allow flexibility in the daily removal requirement.
	Currently there is no vending allowed within the public rights of way	Changed from "prohibited" to allowed with an encroachment permit issued by the City	The intent is to not encourage vending in the rights-of-way but remove the prohibition and allow it through an encroachment permit in certain situations such as a parade.
• Signage	Currently only one sign up to 10 sf is allowed.	Remove the limit on the number and size of signs.	The size limit of 10 sf was appropriate when regulating a single-vendor but with groups of vendors (food truck round-ups) additional signage may be needed. The proposal is to not limit the number of or the size of signage but all portable signs would have to be removed at the conclusion of each day.

Торіс	Current	Proposed Change	Discussion
	Regulations		
Table/Chairs	Not currently allowed unless in a plaza, park, or open space	Allow tables/chairs in areas that can demonstrate adequate space is available. If tables/chairs are provided, restrooms for customer use must also be provided.	Tables/chairs would help contribute to the atmosphere for food truck round-ups or other community events. These types of events would be held in areas that could accommodate the placement of the furniture. For example, large parking lots such as Grand Oaks Shopping Center could accommodate the use of tables/chairs for a food truck round-up.
Toilet and Handwashing	Currently restrooms must be available for use by the vendor when the vendor is stopped more than four hours in a single location	Vendors stopped for more than one hour in a single location must have access to a restroom. Vendors in one location for more than four hours will be required to provide restrooms for customer use.	Revised for consistency to CA Retail Codes that require mobile food vendors conducting business for more than one hour in a location provide <i>employees</i> restroom facilities within 200 feet (this will be required by both food and non-food vendors). In addition, any vendor utilizing tables/chairs or remaining stationary four hours or more, will be required to require restrooms for <i>customer</i> use.
Daily Vending Time Limits	Current regulations have a one hour time limit for food vendors and no time limit for vendors of other goods	Remove the one hour time limit for food vendors and limit hours on all vendors on a case- by-case basis.	The time limit of one hour has proven to be restrictive and has not supported the growth of food trucks or other mobile food vendors. Staff is proposing to eliminate the time limit and address the selling hours on a case by case basis depending on the surrounding businesses, proposed activity, and location.
<ul> <li>Vending Area Limit</li> </ul>	Vending activity generally limited to 200 sq ft.	Remove the vending area size limit and review by site plan on a case-by-case basis.	The vending area limit of 200 sf was appropriate when regulating a single vendor but does not allow adequate space for community events where there may be multiple vendors in one location i.e. food truck round-ups.

Торіс	Current Regulations	Proposed Change	Discussion
Fundraisers non- profit organization 106.62.030.E	Temporary fundraising sales by non-profit organizations are exempt from the Itinerant Vendors Permit.	Reclassify fundraising events into one category "Special Events" and require a permit. Non-profit organizations would require a permit but no fee would be charged.	Currently, most outdoor fundraising activities obtain a permit even though they are not technically required. Typically the property owner of where the activity is proposed to take place prefers the group to obtain a permit. The City does not currently charge non-profits for this permit and the revised regulations would continue to exempt the group from the permit fee.

In conjunction with the combining of the land use regulation of temporary uses and itinerant vending, Chapter 106.62 (Permit Application Filing and Processing) requires updating to be consistent. It's important to note that this proposal does not change the existing permit procedures; the application review process, or change any of the existing permit fees associated with obtaining a Temporary Use Permit.

## Conclusion

The proposed updates to the Zoning Code will revise the regulations for temporary uses including expanding the time permitted for mobile vendors, allowing short term auto sales events, and adding standards for off-site storage areas. Staff believes the City's regulations and processes should support and attract businesses. Based upon the analysis provided within this report, staff believes the following findings can be made.

- The proposed amendments to update and add regulations for temporary uses including food trucks, mobile vending, and off-site construction staging area is consistent with the General Plan including Policy 5.2 that discusses the review and amendment to the Zoning Code to help facilitate economic opportunities;
- The proposed amendments associated with temporary uses will not be detrimental to the public, interest, health, safety, convenience, or welfare of the City.

## **ENVIRONMENTAL DETERMINATION**

This project is exempt from environmental review pursuant to CEQA Guidelines Section 15061(b)(3).

## PUBLIC OUTREACH

The proposed changes were provided to the City's neighborhood associations and business groups including Sunrise MarketPlace, Antelope Crossings, Auburn Boulevard Business Association, and the Chamber of Commerce. Representatives from some of these groups attended the Study Session and expressed support for the changes. In addition, information including a copy of the draft regulations has been available on the City's website for several weeks.

A public hearing notice for the proposed project was published in a general circulating newspaper as required and staff has not received any comments at the time this report was written.

## RECOMMENDATIONS

The Planning Division recommends that the Planning Commission:

- A. Recommend the City Council determine that the proposed project is exempt from CEQA under Section 15061(b)(3); and
- B. Recommend that the City Council approve the Ordinance Text Amendments as shown in Exhibit A in regards to temporary uses based on the findings contained in the staff report.

Attachments

- 1. Presentation from Study Session
- 2. Off the Grid Information
- 3. Hokulia Shaved Ice Information

## Exhibits

- A. Revisions Article 4
- B. Revisions Article 6
- C. Updated Table 2-5
- D. Revisions to Article 8

## REPEALING IN THE ENTIRETY ITINERANT VENDING 106.42.106 (ARTICLE 4 – SPECIFIC LAND USES)

## ADD NEW SECTION

TEMPORARY USES 106.42.250 (ARTICLE 4 – SPECIFIC LAND USES) AS SHOWN BELOW

## **106.42.250 - TEMPORARY USES** (NEW SECTION UNDER SPECIFIC LAND USES AND COMBINES THE FORMER ITINERANT VENDOR REGULATIONS INTO THIS SECTION)

This section describes short-term activities that may not comply with normal development standards of the applicable zoning district, but may otherwise be acceptable because of their temporary nature.

- A. Permit Requirement. Short-term activities as described below may be authorized through the issuance of a Temporary Use Permit. An application for a Temporary Use Permit shall be filed and processed in compliance with Chapter 106.60 (Permit Application Filing and Processing). It is the responsibility of the applicant to produce evidence supporting the required findings.
- **B. Exempt temporary activities.** The following temporary activities are allowed without a Temporary Use Permit. Temporary activities that do not fall within the following categories shall comply with Subsection C below.
  - 1. Agricultural products grown on-site. The sale of agricultural products on the site where product is grown.
  - 2. City-sponsored events. Special events approved and sponsored by the City.
  - 3. Construction <u>Staging Areas</u> On-site. On-site contractors'<u>staging areas</u>, for an approved construction project. The construction <u>area</u> shall be removed immediately upon completion of the construction project, or the expiration of the Building Permit authorizing the construction project, whichever occurs first.
  - 4. Deliveries. Delivery activities of any establishment with a fixed place of business, which only delivers its products, services, or goods to a specified address in response to a customer request, order, or invoice previously placed through that fixed place of business.
  - 5. Door-to-Door Solicitation. Door-to-door solicitation in a residential area (this provision does not grant permission to solicit where an individual homeowner has posted a notice of "No Solicitation" or similar wording).
  - 6. Emergency facilities. Emergency public health and safety facilities and activities.
  - 7. Garage sales. No parcel may have more than three sales per year, and no sale may exceed two consecutive days.
  - 8. Public park events. Organizations selling goods or merchandise on park property with prior written authorization from the Sunrise Recreation and Park District.
  - 9. Public property. Activities conducted on public property including parks, schools or property under control of the City.
  - 10. <u>Special Event or Sale</u>. Special event or sale that is held within a completely enclosed building and would be permitted under the applicable land use table.
  - 11. **Temporary work trailers.** A trailer or mobile home used as a construction office, or a temporary work site for employees of a business, provided that:
    - a. The use is authorized by a Building Permit for the trailer, and the Building Permit for the permanent structure;

- b. The use is appropriate because:
  - (1) The trailer or mobile home will be in place during the construction of a subdivision, or the construction or remodeling of a permanent commercial or manufacturing structure for a maximum of one year, or upon expiration of the Building Permit for the permanent structure, whichever first occurs; or
  - (2) The applicant has demonstrated that the temporary work site is a short-term necessity for a maximum of one year, while a permanent work site is being obtained; and
- c. The trailer is removed prior to final building inspection or the issuance of a certificate of occupancy for the permanent structure.
- 12. <u>Vending On Demand. Vendor shall maintain a valid City business licenses, County health permit, and comply at all times with all other applicable City and governmental requirements.</u>
- C. Allowed temporary uses. A Temporary Use Permit may authorize the following temporary activities within the specified time limits. Other temporary or short-term activities that do not fall within the categories defined below shall instead comply with the planning permit requirements and development standards that otherwise apply to the property.
  - 1. <u>Auto and RV Sales.</u> The temporary outdoor sales of autos, mobile homes, boats, and RV's may occur on any paved site within a GC, SC, AC, or commercial SPA zone for a period of three consecutive days every three months not to exceed 12 days in a calendar year. The temporary sale may be set up one day prior to the three-day sale and taken down one day following the sale.
  - 2. <u>Construction staging areas Off-site</u>. <u>Off-site contractors' staging areas, for an approved construction</u> project subject to the following development standards:
    - a. <u>Appearance/Safety</u>. The Contractor shall erect and maintain temporary fencing and/or screening as needed to keep the site safe. Perimeter fencing shall be setback a minimum of five feet from the curb/sidewalk or street in the case of no sidewalks, to allow passage by pedestrians. The City may require additional fencing and screening methods depending on location of the temporary construction staging area.
    - b. <u>Dust Control.</u> The Contractor shall implement and maintain appropriate "Best Management Practices" at the site and along adjacent streets to minimize dust, erosion and sediment in accordance with State and local laws and to the satisfaction of the City.
    - c. Noise. All activities shall comply with the City's Noise Ordinance.
    - d. <u>Notification.</u> The contractor shall notify in writing all residents within 500 feet of the construction staging area of the activities that will be occurring at the site. The notice shall include a contact name and phone number of a person responsible for the management of the temporary construction staging area.
    - e. <u>Permit Time Limit. A Temporary Use Permit for an off-site construction yard may authorize the yard for</u> <u>up to one year. In the circumstance that a project extends beyond one year, the applicant shall file for a</u> <u>new Temporary Use Permit.</u>
    - f. Setbacks. Loose material (dirt, rock, sand, etc) shall not be stored within 20 feet of a residential building.
    - g. <u>Signage.</u> The contractor shall erect and maintain a sign at the entrance to the temporary construction staging area indicating: "Temporary Construction Staging Area", the name of the Contractor performing the work, and a 24 hour emergency phone number of a person responsible for the management of the temporary construction staging area.

- h. <u>Vacation of area.</u> Within 10 working days of substantial completion of the project, the Contractor shall remove all construction materials, equipment, and temporary fencing and apply appropriate permanent erosion control measures to the satisfaction of the City.
- 3. Location filming. The temporary use of a specific site for the location filming of commercials, movies, videos, etc., for the time specified by the Director, but not to exceed one year.
- 4. Mobile home or travel trailer for night watchman. A mobile home or travel trailer at an existing business, as a temporary residence for a night watchman.
- 5. Model homes. A model home or model home complex may be authorized prior to the completion of sales in a residential subdivision.
- 6. Temporary real estate sales offices. A temporary real estate sales office may be established within the area of an approved development project, solely for the first sale of homes. An application for a temporary real estate office may be approved for a maximum of one year. An extension may be granted by the Director.
- 7. Temporary structures. A temporary classroom, office, or similar structure, including a manufactured or mobile unit, may be approved for a maximum of one year from the date of approval, as an accessory use or as the first phase of a development project. An extension of one year may be granted by the Director. A temporary structure proposed for a longer time period shall comply with all provisions of this Zoning Code applicable to a permanent structure on the same site.
- 8. Promotional sale associated with permanent on-site use. An <u>outdoor</u> promotional sale may be permitted for 30 days at a grand opening and for 10 days per year thereafter. The promotional sale shall be for the purpose of promoting a use regularly and lawfully in operation on the premise.
- 9. <u>Reoccurring Community Events</u>. Outdoor events similar to a farmer's market, street fair, food truck round-up, or similar activity that occurs on a regular schedule may be authorized for up to one year. Event coordinator shall file a new Temporary Use Permit annually.
- 10. Seasonal sales. Seasonal sales (i.e., Christmas trees, and pumpkins) are permitted for up to 30 days.
- 11. Similar temporary activities. A temporary activity that the Director determines is similar to the other activities listed in this Subsection, and compatible with the applicable zoning district and surrounding land uses.
- 12. <u>Special events.</u> A single special event held outdoors including carnivals, safety fairs, fundraisers, or other similar activity in any zone may be authorized for no more than 10 consecutive days. At the discretion of the Director, the applicant shall be responsible for notifying adjoining property owners of the event.
- **13. Storage Containers.** Storage containers are allowed in commercial zones with the approval of a Temporary Use Permit subject to the following development standards:
  - a. **Number of Containers Allowed.** One (1) container for the temporary storage of merchandise is allowed. One additional container may be allowed if the user's business exceeds 100,000 square feet of gross floor area.
  - b. **Multi-tenant sites.** For sites with multiple tenants, the City may limit the number of containers within the center or within an area.
  - c. Allowable Container Size. The container may not exceed 40 feet in length or 400 square feet per container.
  - d. **Permit Time Limit.** No more than one Temporary Use Permit may be allowed per calendar year. At no time shall a container be kept on site for more than 90 consecutive days, except that containers allowed for construction activities may be permitted until such time the construction activities are completed. Temporary storage containers, except containers allowed as construction activities, not removed by the

end of the 90 day period may be issued a fine for each day over the allowed 90 days that the container remains on the site, unless an extension is obtained from the Director.

- e. **Allowable Location.** The container shall be placed in the least conspicuous location available. The final location shall be determined by the Director.
  - (1) The storage containers shall be placed on a level concrete or asphalt surface at all times.
  - (2) Storage containers shall not be stacked on top of another container.
  - (3) To the maximum extent possible, the storage containers should not be visible to the motoring public or from residential neighborhoods immediately adjacent to the property where they are located. The containers may be required to be screened by use of temporary fencing or some other method if the containers are visible from public rights of way or residences, as determined by the Director.
- f. **Other Development Standards.** The storage containers shall be used as an accessory to a primary use, located in an enclosed adjoining building.
  - (1) The containers must be maintained in good condition as they were originally approved so as not to become unsightly or a nuisance.
  - (2) A storage container shall not remain on a site if the use it is appurtenant to is abandoned.
  - (3) No signage whatsoever shall be allowed on containers.
- 14. <u>Vending.</u> Vending is allowed in commercial zones with the approval of a Temporary Use Permit subject to the following standards:
  - a. Appearance and storage. The vendor shall maintain the area within which vending activities occur in a clean, safe, sanitary, and dust-controlled condition. <u>Unless authorized through the Temporary Use</u> <u>Permit, the vendor shall remove all evidence of vending and leave the site in a clean state at the close of each business day.</u>
  - b. Location on particular roadways. Vending may be restricted or prohibited along specific roadways, or portions thereof, which, as a result of limited parking, limited line-of-sight, traffic control impacts, high traffic flow, or other reasons specified, are determined to be unsafe for vending. This may include restrictions against operating during peak traffic hours, as determined by the City.
  - c. **Obstructions, hazards.** No vendor shall obstruct vehicular traffic, bicycle traffic, sidewalk pedestrian traffic, or accessibility to vehicles parked adjacent to the curb, and shall not create public health or safety hazards. No vending activity shall occur within the traffic safety visibility area described in Section 106.30.060.E (Height Limit at Street Corners).
  - d. **Proximity to other items.** No vending shall occur within 10 feet of a fire hydrant, fire escape, building entrance, bus stop, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway. A greater distance or separation from other uses may be required, under the permit, in order to preserve line-of-sight, or for other safety reasons. The vending shall not damage landscaped areas.
  - e. **Residential zoning districts.** With the exception of food products, vending shall not be permitted in a residential zone.
  - f. **Rights-of-way.** <u>Vending shall not be permitted in a roadway median, or within any other public</u> right-of-way unless authorized through an encroachment permit issued by the City.
  - g. **Permit display.** Each vendor shall maintain a copy of the Temporary Use Permit and Business License at the location of vending.

- h. **Signs.** <u>Portable signage shall be removed daily.</u> At no time are signs allowed to be placed within the public right-of-way, on a sidewalk, or in a location that would impede vehicular or pedestrian traffic.
- i. Vending vehicles or devices. The width, length, and height of all vendor vehicles and devices shall be subject to review as a part of consideration of the Temporary Use Permit. The City's review shall include but not be limited to color, materials, and appearance of the vending vehicle or device; shade umbrellas; accessories (including ice chests and trash receptacles); and maneuvering necessary for set-up and takedown. All vehicles shall comply with the California Vehicle Code and California Health and Safety Code.
- j. **Tables.** <u>Tables for use by customers are prohibited unless authorized through the Temporary Use</u> Permit. The vendor must be able to demonstrate that areas proposed for the use of tables, i.e. a plaza, open space area, or similar area has adequate room to not interfere with on-site travel movements. Sites using tables must demonstrate that adequate restroom facilities are available for use by customers.</u>
- k. **Time Limits.** Stationary vending is intended to be a temporary activity and may not occur in a single location more than 180 days within a twelve month period.
- I. <u>Toilet and handwashing facilities</u>. Vendors that remain in place more than one hour must be situated within two hundred feet travel distance of a legally approved and permitted toilet and handwashing facility for use by the vendor. Vendors that remain in place more than four hours must demonstrate that adequate restroom facilities are available for use by customers.
- m. **Other applicable regulations.** Each vendor shall comply at all times with all applicable City and other governmental requirements, including without limitation, health permit, the Americans with Disabilities Act, health and safety regulations, this Zoning Code.
- D. Development standards. The Director may establish the following standards based on the type of temporary use using the requirements of the applicable zoning district, and Articles 3 (Site Planning and Project Design Standards) and 4 (Standards for Specific Land Uses) for guidance:
  - 1. Measures for removal of the activity and site restoration, to ensure that no changes to the site would limit the range of possible future land uses otherwise allowed by this Zoning Code;
  - 2. Limitation on the duration of approved "temporary structures," so that they shall not become permanent or long-term structures; and
  - 3. Other requirements as appropriate to minimize any adverse impacts of the use.

MAY 17, 2016

Article 6

## REPEAL IN THE ENTIRETY ITINERANT VENDOR PERMITS 106.62.070 (PLANNING PERMIT PROCEDURES)

## REPEAL AND REPLACE TEMPORARY USE PERMITS 106.62.030 (PLANNING PERMIT PROCEDURES) AND REPLACE AS SHOWN BELOW

## 106.62.030 – TEMPORARY USE PERMIT (PLANNING PERMIT PROCEDURES)

- A. Purpose. This Section establishes procedures for the granting of Temporary Use Permits for short-term activities. This use is a special privilege, not a matter of right; it is subject to a revocable permit in compliance with Section 106.64.090 (Permit Revocation and Modification).
- **B.** Applicability. A Temporary Use Permit is required to authorize activities or events as described in Section 106.42.250.
- C. Review Authority. Temporary Use Permits may be approved or disapproved by the Director, in compliance with this section.
- D. Application filing and processing. An application for a Temporary Use Permit shall be filed and processed in compliance with Chapter 106.60 (Permit Application Filing and Processing). It is the responsibility of the applicant to provide evidence in support of the findings required. Only one Temporary Use Permit is required for special events; each individual participant is not required to obtain a Temporary Use Permit. All vendors participating in the event must obtain an individual City Business License.
- E. Fee Exemptions. A recognized 501(c)(3) organization shall not be required to pay a fee for the Temporary Use Permit, provided that the organization requests no more than one permit per year.
- F. Health Permit. The vending of food, produce, or other edible items requires a valid health or other permit issued by the appropriate agency.
- **G. Project review, notice and hearing.** Each application shall be reviewed by the Director to ensure that the proposal complies with all applicable requirements of this Zoning Code. Public notice and a hearing are not required prior to a decision on a Temporary Use Permit unless the Director determines that a hearing should be conducted. In the event that a hearing is required, notice shall be provided and the hearing shall be conducted by the Director in compliance with Chapter 106.76 (Public Hearings).
- H. Findings and decision. A Temporary Use Permit may be approved by the Director only after the Director first finds that the requested activity complies with applicable standards, and therefore, that the establishment, maintenance, or operation of the temporary activity would not be detrimental to the public health, safety, or welfare of persons residing or working in the neighborhood of the proposed activity. In the authorizing of a permit for vending, the Director may consider the location of nearby businesses, other high traffic generators, or proximity to other vendors to prevent the proliferation of vendors in an area thus negatively impacting traffic and pedestrian safety.
- I. Post approval procedures. The procedures and requirements in Chapter 106.64 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 7 (Zoning Code Administration), shall apply following the decision on a Temporary Use Permit application.
- J. Condition of the site following temporary activity. Each site occupied by a temporary activity shall be cleaned of debris, litter, or other evidence of the temporary activity on completion or removal of the activity, and shall thereafter be used in compliance with the provisions of this Zoning Code. A bond may be required before initiation of the activity to ensure cleanup after the activity is finished.

## MAY 17, 2016

## Article 6

- K. Indemnification. As a condition of issuance, the applicant agrees to indemnify, hold harmless, and defend the City and its representatives against liability and/or loss arising from activities connected with and/or undertaken in compliance with the Temporary Use Permit. The City is not liable for any business loss, property loss, or other damage that may result from use of the permit, or suspension or revocation of the permit, and no applicant shall maintain any claim or action against the City, its officials, officers, employees, or agents on account of any suspension or revocation.
- L. Term of permit, renewal. Each permit shall be valid for the time specified in the permit up to a maximum of one year. The permit may be renewed subject to compliance with all terms and conditions of the permit, the standard established in the Section 106.42.250, and payment of applicable fees.
- M. Transferability. The permit is not transferable to any other entity or person and is valid only as to the original applicant.

TABLE 2-5		Р	Dormitto	d Lleo Zor	ning Cloar	anco roqu	iirod			
		· · · · · · · · · · · · · · · · · · ·								
Allowed Land Uses and Permit Requirements			MUP Conditional use, Minor Use Permit required							
for Commercial and Industrial Zoning Districts			UP Conditional use Permit required							
		S Permit requirement set by Specific Use Regulations								
	_	Use not allowed								
								Specific Use		
LAND USE (1)	BP	LC	SC	GC	AC	CR	MP	Regulations		
RESIDENTIAL USES										
Emergency shelter	_	_	_	S	_	—	—	106.42.090		
Home occupation	Р	Р	Р	Р		_	_	106.42.100		
Live/work unit		MUP	UP	UP	_	_	_	106.42.110		
Mixed use project residential component		S	S	S	S	—	_	106.42.130		
Multi-unit dwelling	_	Р	Р	Р	_	_	—	106.42.150		
Single room occupancy (SRO) facility	_	_	_	UP	_	_	—			
Work/live unit	_	—	UP	UP		_	UP	106.42.110		
RETAIL TRADE		1	1	1		1	1			
Accessory retail uses	Р	Р	Р	Р	Р	Р	Р			
Alcoholic beverage sales		S	S	S		S		106.42.020		
Bar		UP	UP	UP	_	UP		106.42.020		
Brew Pub/Tavern	-	Р	Р	Р	_	-	_	106.42.020		
Building/landscape materials sales		—	Р	Р	—	—	—			
Construction and heavy equipment sales and rental				UP	Р	—	Р			
Convenience store	S	S	S	S	S	—	S	106.42.070		
Drive-through retail		UP	UP	UP	—	—	—	106.42.080		
Fuel dealer (propane for home and farm use, etc.)		—		Р	_	—				
General retail		Р	Р	Р	Р	—	—			
Groceries, specialty foods		Р	Р	Р	_	_	_			
Itinerant vendor	<del>\$</del> 	<del>S</del>	<del>S</del>	S	Ş	<u>Ş</u>	Ş	<del>106.42.106</del>		
Mixed use project		S	S	S	S	—		106.42.130		
Night club		—	UP	UP		—				
Office-supporting retail		Р	Р	Р	—	—	S	106.26.030.C		
Outdoor displays and sales		Р	Р	Р	Р	—	—	106.42.160		
Public auction, flea market		-	-	UP		—				
Restaurant, café, coffee shop		Р	Р	Р	Р	MUP	S	106.26.030.C		
Smoking paraphernalia establishment		S	S	S	S	S	S	106.42.230		
Wood yard (firewood sales)		—	—	MUP	—	—	—			

## Key to Zone Symbols

BP	Business and Professional Office	AC	Auto Commercial		
LC	LC Limited Commercial		Commercial Recreation		
SC	Shopping Center	MP	Industrial/Office Park		
GC	General Commercial				

Notes:

Exhibit D Red text – NEW Text Purple text – MODIFIED Text Strikeout – Eliminated Text

## ARTICLE 8 SECTION 106.80.020

Definitions, "I."

Itinerant Vending. The following terms and phrases are defined for the purposes of Section 106.42.106) (Itinerant Vending).

- 1. Itinerant Vending. The conduct or housing of retail sales using a table, stand, cart, vehicle, or other device rather than from a permanent building. An "Itinerant Vendor" may travel from place to place and vend along an approved route and/or within an approved area, or may vend from a single or several locations on a regular basis.
- 2. Point of Vending. The location or approved route/area at/within which vending occurs.
- 3. Stationary Vending. Vending from the same location on a regular basis. Vending from any one location for more than two consecutive hours is stationary vending.
- 4. Vending. Selling, offering for sale, or displaying or dispensing of any goods or merchandise for sale or purchase to the public from any carrying device, box, bag, stand, human powered device (including but not limited to any pushcart, wagon, bicycle, tricycle, or other wheeled container), portable stand, or any other device used for carrying goods or merchandise. This includes hawking, operating noise making devices, and any other activity or signage to attract attention to the vendor or the goods or merchandise. A vendor may be both stationary and itinerant depending on the vendor's method of operation. Examples of vending activity include hot dog carts/vehicles, flower carts/stands/sales , ice cream carts/vehicles, roadside sales, stationary food carts/vehicles, and similar activities.

5. Vendor. An individual or entity that engages in itinerant vending, including both owners and operators.

Definitions, "V."

Vending. The following terms and phrases are defined for the purposes of Section 106.42.250) (Temporary Uses).

- 1. Vending. Selling, offering for sale, or displaying or dispensing of any goods or merchandise for sale or purchase to the public from any carrying device, box, bag, stand, human-powered device (including but not limited to any pushcart, wagon, bicycle, tricycle, or other wheeled container), portable stand, or any other device used for carrying goods or merchandise. This includes hawking, operating noise-making devices, and any other activity or signage to attract attention to the vendor or the goods or merchandise. Examples of vending activity include hot dog carts/vehicles, flower carts/stands/sales , ice cream carts/vehicles, roadside sales, stationary food carts/vehicles, and similar activities. The sale of agricultural products grown on-site is not considered vending.
- 2. Stationary Vending. Vending from a single location for more than two consecutive hours is considered a day of stationary vending. For the purpose of this definition, a single location shall mean any location within a 1000 feet radius of the original location.
- 3. Temporary Vending. Stationary vending for a period not to exceed 180 days within a twelve month period shall be considered temporary. Stationary vending exceeding the 180 days shall be considered permanent and must comply with the applicable commercial development standards.
- <u>4</u> Vending on demand. Food vendors such as ice cream trucks or similar food vendors that stop or park only at the request of a bondifide purchaser for the purpose of making a sale and only so long as it take to make a sale.

6/6/2016				Chapter 8.04 FOOD ESTABLISHMENTS					
	Claremo	Claremont Municipal Code							
	Up	Previous	Next	<u>M</u> ain	Collapse	Search	<b>P</b> rint	No F <u>r</u> ames	
	TITLE 8	HEALTH AND SAFETY							

#### 8.04.005 Findings.

The City Council adopts the regulations set forth in this chapter based on the following findings:

A. Regulating the hours and location of mobile vendors benefits the health, safety and welfare of Claremont residents because the operation of these vehicles at inappropriate hours or locations creates traffic hazards, blocks adjacent sidewalks to pedestrians, results in unwanted noise, littering and loitering at that location and/or creates hazards for children. Moreover, the locational requirements set forth in Section 8.04.050(C) are necessary for the public safety to ensure adequate sight lines for drivers and pedestrians, space for public transportation vehicles and otherwise provide safe, accessible use of the right-of-way by vehicles and pedestrians.

B. Regulating the manner and type of mobile vendors benefits the health, safety and welfare of the City because the inappropriate operation and uncontrolled proliferation of these vehicles creates traffic hazards, blocks adjacent sidewalks to pedestrians, results in unwanted noise, littering and loitering at that location and/or creates hazards for children.

C. Regulating mobile vendors on private property is consistent with the City's interests in the aesthetics of the community, ensuring that the City complies with applicable waste water and storm water regulations and promoting the permanent development of property.

D. Prohibiting mobile vendors from operating within City parks and recreation facilities is consistent with the City's interest in the aesthetics of the community, fair competition and otherwise ensuring the proper use of City property. (14-07)

## 8.04.010 Definitions.

"Food establishment" shall have the same meaning as set forth in Section 8.04.141 of the Los Angeles County Code, which is adopted as part of Chapter 8.02 of this Code.

"Mobile food vendor" shall mean a person or business that operates or assists in the operation of a vending vehicle.

"Vending vehicle" shall mean any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a highway or street or any vehicle, trailer or other device which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given. However, vending vehicle shall not include a device moved exclusively by human power. (14-07)

#### 8.04.020 Regulations for food establishments.

A. Food Preparation and Dispensing. Any person, group, corporation or association, which prepares food for, or dispenses food to members of the public, shall comply with the provisions of the Public Health Licensing Requirements and Health Code of Los Angeles County, adopted by

reference and incorporated as part of Chapter 8.02 of this Code.

B. Enforcement. The City of Claremont, having adopted and incorporated the Public Health Licensing Requirements and Health Code of Los Angeles County as part of Chapter <u>8.02</u> of this Code, authorizes the County of Los Angeles to enforce licensing requirements and code provisions requiring licensing and inspections of food establishments and the posting of food establishment inspection grades. (14-07)

#### 8.04.030 Mobile food vendor permit.

A. No mobile food vendor may vend in the City without first obtaining and having in his or her possession a mobile food vendor permit issued by the Community Development Director in accordance with this chapter.

B. To receive a mobile food vendor permit, a mobile food vendor must complete a permit application on the form approved by the City and file it with the City. The applicant must provide the following information:

- 1. Applicant's full name and address.
- 2. Proof of applicant's identity.
- 3. Proof of insurance coverage satisfactory to City.
- 4. A brief description of the type of food products to be sold. This shall include the nature, character and quality of the product.
- 5. The location where the applicant plans to vend.
- 6. If applicant is employed by another to vend, the name and business address of the employer.
- 7. A description of the vending vehicle, its registration number, its license number, and the streets the applicant intends to use.
- 8. A copy of the valid Los Angeles County Department of Health permit.
- 9. A copy of the applicant's business tax certificate.
- 10. A certification that he or she complies with all local, State and Federal laws regarding food product vending, including this chapter.

C. No application for a new or renewed mobile food vendor permit shall be accepted unless the application is accompanied by a fee in an amount set by City Council resolution. (14-07)

## 8.04.040 Mobile food vendor permit issuance and denial.

A. Upon receipt of a written application for a mobile food vendor permit, the Community Development Director shall conduct an investigation as he or she deems appropriate to determine whether a mobile food vendor permit should be approved. A permit shall be approved, conditionally approved, or denied within thirty (30) days of the filing of an application. The mobile food vendor permit shall be approved unless one of the following findings is made:

- 1. The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process.
- 2. The application does not contain the information required by this chapter.

3. The applicant has not satisfied the requirements of this chapter.

B. The City may condition the approval of any mobile food vendor permit to ensure compliance with this chapter and other applicable laws.

C. Any mobile food vendor permit shall be valid for the term of one year. Upon the expiration of the mobile food vendor permit, an application for renewal shall be filed in a like manner as an application for an original mobile food vendor permit, and such renewal permit shall be approved only when the requirements for the issuance of an original permit are met.

D. Any mobile food vendor permit may be suspended or revoked by the Community Development Director for failure to comply with the terms and conditions of this chapter. Such suspension or revocation shall be made with written notice to the permit holder, stating the grounds for the revocation and the procedures for appealing the same. The permit holder may appeal this decision by filing a written request for appeal with the City Clerk within fifteen (15) days of the date of the notice. Any revocation or suspension shall be stayed during the pendency of the appeal unless the immediate public health or safety requires otherwise. The hearing on the appeal shall be held within sixty (60) days of the appeal request unless otherwise agreed to by the parties. The City Council may conduct the hearing or designate a hearing officer, consistent with applicable law, to do so. The City Council's or hearing officer's decision shall be final.

E. A mobile food vendor permit shall not be assignable or transferable. (14-07)

## 8.04.050 Regulations for mobile food vendors in public right-of-way.

Notwithstanding Section <u>10.32.190</u>, mobile food vendors may operate within the public right-of-way subject to the following time, place, and manner requirements:

- A. The vending vehicle shall comply with all parking and <u>Vehicle Code</u> provisions which apply to the location at which it is parked.
- B. The vending vehicle shall not obstruct pedestrian or vehicular traffic in any manner.
- C. No mobile food vendor may operate a vending vehicle:

1. Within twenty (20) feet from the outer edge of any entrance of any business during the hours that such business is open to the public. This prohibition may be waived with the

written consent of such business. For purposes hereof, the term "entrance" includes, but is not limited to, doors, vestibules, driveways, outdoor dining area entries, and emergency exits.

- 2. Within fifty (50) feet of any street intersection controlled by a traffic light, crosswalk, or stop sign.
- 3. Within fifty (50) feet of a bus stop.

4. Unless permitted in writing by the applicable public school, within three hundred (300) feet of the nearest property line of any property in which a public school building is located, between the hours of 7:00 a.m. and 5:00 p.m. of any school day. For purposes of this section, "public school" shall be defined as a school governed or operated by a unified school district or other similar public entity. Any mobile food vendor having received written permission to operate within three hundred (300) feet of a public school shall provide a copy of such permission upon request to any City official.

D. The mobile food vendor shall keep the vending area litter free. The mobile food vendor must remove litter caused by its products from any public and private property within a twenty-five (25) foot radius of the vending vehicle's location.

E. The mobile food vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food vendor.

F. Vending is prohibited on the exposed street and/or traffic side of the vending vehicle.

G. A vending vehicle may not stand or park in the public right-of-way between the hours of 12:00 a.m. and 6:00 a.m. in commercial and industrial zones, and between 10:00 p.m. and 6:00 a.m. in residential zones.

H. The mobile food vendor must have a valid mobile food vendor permit and City business tax certificate. The mobile food vendor shall also maintain insurance, as deemed acceptable in the reasonable discretion of the City, against liability for death or injury to any person as a result of ownership, operation, or use of its vending vehicles.

I. The mobile food vendor shall comply with Section <u>8.04.020</u> and be subject to all applicable requirements for food establishments. All required Los Angeles County health permits must be in the possession of the mobile food vendor at all times during which it operates within the City.

J. Mobile food vendors shall be located within two hundred (200) feet travel distance of a readily available toilet and hand washing facility to ensure that restroom facilities are available to customers whenever the mobile food vendor is stopped to conduct business for more than a one-hour period.

K. The mobile food vendor shall otherwise comply with all applicable State and local laws. (14-07)

## 8.04.060 Regulations for mobile food vendors on private or City property.

Mobile food vendors operating on private property or on public property outside of the public right-of-way shall comply with the following requirements:

A. The written approval of the owner of the location shall be obtained. The vendor shall maintain proof of the owner's approval in the vending vehicle. The person operating the vending vehicle shall present this proof upon the demand of a peace officer or City employee authorized to enforce this chapter.

B. The mobile food vendor must have a valid mobile food vendor permit and City business tax certificate. The mobile food vendor shall also maintain insurance, as deemed acceptable in the reasonable discretion of the City, against liability for death or injury to any person as a result of ownership, operation, or use of its vending vehicles.

C. The vending vehicle shall only be stopped, standing or parked on surfaces paved with concrete, asphalt or another impervious surface.

D. Mobile food vendors shall not use or permit use of parking spaces on the site (e.g., customer queuing, tables, chairs, portable restrooms, signs, and any other ancillary equipment) if doing so will adversely affect the required off-street parking available for the primary use(s) of the site, as determined by the Community Development Director.

E. The vending vehicle and surrounding property shall be maintained in a safe and clean manner at all times.

F. The mobile food vendor shall not discharge any liquid (e.g., water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the mobile food vendor.

G. All signs shall comply with Title 18 of this Code.

- H. No tables, chairs or other site furniture shall be permitted.
- I. Temporary shade structures shall be removed whenever the mobile vendor vehicle is not operating.
- J. The property shall be located in an area where vending is permitted under Title 16 of this Code.

K. Pursuant to Section <u>11.02.090</u> of this Code, no mobile food vendor shall operate within any City park and recreation facility, except as permitted in that section.

L. The mobile food vendor must have a valid business license issued by the City.

M. The mobile food vendor shall comply with Section <u>8.04.020</u> and be subject to all applicable requirements for food establishments. All required Los Angeles County health permits must be in the possession of the mobile food vendor at all times during which it operates within the City.

N. The mobile food vendor shall otherwise comply with all applicable State and local laws. (14-07)

### 8.04.070 Solicitation permit—Exemption.

Mobile food vendors operating in compliance with this chapter shall be exempted from the provisions of Chapter 5.40 of this Code. (14-07)

### 8.04.080 Exemptions.

Notwithstanding anything to the contrary, this chapter shall not apply to the following:

A. Any publicly owned or operated vending vehicle.

B. Any mobile food vendor conducted in connection with a private event or party in a residential zone located either on the site of the event or in the public right-of-way with no retail sale to the general public. This exemption does not excuse a vendor from obtaining and maintaining a business tax certificate as required Chapter 4.10.

C. Any mobile food vendor conducted in connection with a special event permitted under Chapter 12.42 of this Code. (14-07)

## 8.04.090 Violations and penalties.

All penalties for violations of this chapter shall be as set forth in Chapter <u>1.12</u> General Penalty of the Claremont Municipal Code. The penalties provided in Chapter <u>1.12</u> are cumulative to any other penalty provided by law. (14-07)

View the mobile version.



COMMUNITY DEVELOPMENT & SUSTAINABILITY DEPARTMENT 23 Russell Blvd – Davis, CA 95616 PH: 530.757.5610 FAX: 530.757.5660 TDD: 530.757.5666

# Mobile Food Vendor Requirements

Mobile food vending is defined as any vehicle, wagon, or pushcart that is self-propelled or can be pushed/pulled down a street or sidewalk, on which food is displayed, prepared, or processed for the purpose of selling food to a consumer.

#### Requirements for a mobile food vendor to operate in Davis:

- Public health permit from Yolo County
- Business license from the City of Davis
- Zoning permit from Community Development to operate on private property OR an encroachment permit from Public Works to operate on public property. Vendors operating on public property for less than ten minutes per location are exempt from this requirement.

## **County Permitting Requirement: Public Health Permit from Yolo County**

The California Retail Food Code (CalCode) governs health standards for retail food sales. CalCode and City Municipal Code Section 17.01.020 require a Public Health Permit before any public sales occur.

- The annual permit is obtained from the Yolo County Environmental Health Department.
- Vendors must complete an application and have their cart or vehicle inspected before a permit can be obtained.
- Inspections: 8:00-9:00 AM daily at the Environmental Health Department offices (call for appointment).
- Fees: mobile food preparation vehicles: \$316; ice cream trucks and hot dog carts: \$142
- All questions pertaining to health standards and the public health permit should be directed to the Yolo County Environmental Health Department.

Yolo County Environmental Health Department 137 N. Cottonwood Street, Ste. 2400 Woodland, CA 95695 Telephone: (530) 666-8646

FAX: (530) 669-1448

E-mail: environmental.health@yolocounty.org

Additional information available at: http://www.yolocounty.org/org/health/eh/general/fo od.asp.

## **City Permitting Requirements**

#### 1.

#### Business License

Davis requires a business license for all mobile food vendors.

- The business license form is available at <u>http://www.cityofdavis.org/finance/BusinessLicenses.cfm</u> or directly from the **Finance Department** at City Hall.
- Fees: Daily or yearly fee plus a \$10 registration fee. Fee schedule on a form available at the Finance Dept.

#### City of Davis Finance Department

23 Russell Boulevard Davis, CA 95616 Telephone: (530) 757-5651 FAX: (530) 758-0204 E-mail: FinanceWeb@cityofdavis.org

#### 2.

## Zoning or Encroachment Permit

A zoning or encroachment permit is required based on the intended location of sales.

- Vendors operating on private property for any length of time must obtain a commercial zoning permit from Planning Division of the Community Development Department.
- Vendors operating on public property for more than ten minutes in each location must obtain an encroachment permit from Public Works.
- Vendors operating on public property for less than ten minutes in each location do not need zoning or encroachment permits.

Commercial Zoning Permit and Encroachment Permit requirements are included in this packet.

Updated 5/12 P:\Planning\Forms & Handouts\Mobile Food Vendor Handouts\MobileFoodVendorRequirements_Final.4oc

## **Commercial Zoning Permit Requirements: Operating on Private Property**

**The Planning Division of the Community Development Department** must issue a commercial zoning permit for vendors operating on private property. The following requirements must be met for each location:

- A commercial **zoning permit** application form must be submitted to the Community Development Department.
  - Form available from the Community Development Department at City Hall or online at <u>http://www.cityofdavis.org/finance/pdf/commercial_busin</u> <u>esses_zoning_permit.pdf</u>
  - There is no cost associated with the zoning permit
- The vendor must submit written proof of permission from the property owner with the zoning permit application.
- Community Development staff must determine mobile vending a permitted or conditionally permitted use for the location.

City of Davis Community Development and Sustainability Department 23 Russell Blvd. Davis, CA 95616 Telephone: (530) 757-5610 FAX: (530) 757-5660

## Areas where Mobile Food Vending is Permitted by Right and Conditionally Permitted Permitted by Right:

#### Industrial (I) District

- Any Planned Development (PD) where Industrial Light Industrial / Business Parks are permitted
- Office Zones (PD)

#### **Conditionally Permitted:**

- Auto Center (A-C) District
- Commercial Service (C-S) District
- Commercial Mixed Use (C-M-U) District
- Industrial Administration and Research (I-R) District

A **Conditional Use Permit (CUP)** is required for all areas where mobile food vending is conditionally permitted. A CUP requires a \$3,000 deposit, \$154 Categorical Exemption fee, and a public hearing. A CUP requires 2 or more months for processing. Contact the Community Development Department for more information.

## **Encroachment Permit Requirements**

#### Requirements for Operating on Public Property (public streets or sidewalks):

Mobile food vendors may stand or park only at the request of a customer and for **no more than ten minutes in any one place**, unless the mobile food vendor is delivering articles upon order of, or by or distribution (Municipal Code Section 22.08.210(a)).

- Mobile food vendors, including commercial vehicles selling food or other merchandise, are not allowed to sell in public parks.
  - Profit making activities in the parks except fund-raisers sponsored and organized by non-profit groups are prohibited.
- A mobile food vendor may park or stand on a street for a period of time exceeding ten minutes only if the vendor first obtains a written permit from the city traffic engineer or the city council (Municipal Code Section 22.08.210 (b)).
  - In order for the permit to be issued, the proposed location must not impede or endanger vehicular or pedestrian traffic (22.08.210 (b)).
  - Any permit issued by the city traffic engineer shall not be good for more than 24 hours.
  - A mobile food vendor permit is good only at the location for which it is issued (22.08.210 (d)).

## **Special Location Permit Requirements**

## **Davis Farmers' Market**

Vendors must be approved by the **Davis Farmer's Market Association (DFMA)**. Approval requirements include:

- An application and copies of all appropriate permits and licenses be submitted to the DFMA (contact DFMA for specific permit requirements).
- Approval from the DFMA governing board.
- Compliance with the Davis Farmers Market Rules.

**Fees:** Stall Fees are calculated as a percentage of the seller's gross sales for that Market Day. A stall fee will be collected for each space used, even in case of no sales.

- Members: 6% of gross sales, \$20.00 min. per space
- Non-Members: 8% of gross sales, \$26.00 min. per space

More information may be obtained by contacting the Davis Farmer's Market Association.

#### **Davis Farmer's Market Association**

Central Park – 4th & C Streets P.O. Box 1813 Davis, CA 95617 Telephone: (530) 756-1695 <u>http://www.davisfarmersmarket.org/info/</u>

## E & H Street Plazas

Vendors must obtain a license agreement from the City's **Economic Development Division**. License requirements include:

- A business plan and visual representation of proposed cart.
- A yearly license agreement with the city.
- Plaza vendors may only sell perishable goods.

Fees: vary.

More information may be obtained by contacting the Economic Development Division.

**City of Davis Economic Development Division** 

23 Russell Boulevard Davis, CA 95616 Telephone: (530) 757-5610

#### Attachments:

- Yolo County Health Department Health Permit Application
- City of Davis Business License Application
- City of Davis Commercial Zoning Permit

Updated 5/12 P:\Planning\Forms & Handouts\Mobile Food Vendor Handouts\MobileFoodVendorRequirements_Final.doc

## 9-2.104 Permanent and Temporary Uses.

Except as otherwise provided in this Title, any use may be permanent or temporary, as defined in this Section. Temporary uses shall be subject to the applicable provisions for Temporary Use Permits in <u>Article 6 of Chapter 7</u>.

- (a) **Permanent Use.** A use that is intended to be continuously ongoing at the same location for more than 60 days.
- (b) **Temporary Use.** A use that is either not intended be ongoing for more than 60 days, or that is not intended to be continuously ongoing.
  - (1) One-Time Temporary Use. A use that is intended to be ongoing at the same location for 60 days or less. Typical uses include carnivals, Halloween pumpkin lots, and Christmas tree lots.
  - (2) Recurring Temporary Use. A use that is intended to recur at the same location at regular or irregular intervals, where each occurrence lasts for seven days or less, the interval between occurrences is at least twice the length of each occurrence, and the total number of occurrences may or may not be limited. The lengths of individual occurrences and the intervals between them shall be measured in whole days. Typical uses include farmers markets and similar recurring events. If an occurrence lasts for more than seven days, each such occurrence shall be considered a separate One-Time Temporary Use pursuant to subsection (b)(1) above. If the interval between occurrences is less than twice the length of each occurrence, the use shall be considered a Permanent Use pursuant to subsection (a) above.

## ARTICLE 6. TEMPORARY USE PERMITS

## 9-7.601 Purpose.

This Article establishes a process for review and approval of uses that are intended to have a limited duration and will not permanently alter the character or physical facilities of the property where they occur.

## 9-7.602 Applicability.

Except as specified in <u>Section 9-7.603</u>, all temporary uses, as defined in <u>Section 9-2.104(b)</u>, require the approval of a Temporary Use Permit, including, but not limited to, carnivals, Halloween pumpkin lots, Christmas tree lots, farmers markets on private or public property, mobile food vendors on private or public property, and other vendors, peddlers, solicitors, or events on private or public property.

## 9-7.603 Exemptions.

The following temporary uses shall be exempt from the requirement for a Temporary Use Permit:

- (a) On-site temporary construction offices and on-site contractors' storage yards, including debris containers.
- (b) On-site offices for real estate sales or rental.
- (c) Garage and yard sales operated by a resident of the premises where such sales operate for a period of less than two days per quarter per year.
- (d) Any use operating on a public street or sidewalk, including, but not limited to, farmers markets as regulated by <u>Chapter 35 of Title 5</u>, and mobile food vendors and other vendors, peddlers, and solicitors as regulated by <u>Chapter 27 of Title 5</u>.
- (e) Any other temporary uses otherwise regulated by the Emeryville Municipal Code, including, but not limited to, community events regulated by <u>Chapter 23 of Title 5</u>.

## 9-7.604 Procedures.

An application for a temporary use permit shall be filed and processed in accordance with the provisions of <u>Article 2</u>, Common Procedures. Applications for temporary use permits shall be considered by the Planning and Building Director, in consultation with the Public Works Director, Chief Building Official, Fire Marshal, Police Chief, and other City staff as deemed appropriate. The application shall be submitted at least 14 days before the temporary use is intended to begin. It shall include a site plan of the proposed use that shows any electrical or plumbing connections, the relation of the temporary use to existing buildings, parking spaces, landscaping, and other features of the site; a description of operating characteristics, including dates, hours, number of employees, expected visitors, and security if appropriate; and any other information deemed necessary by the Director. The Director, at his or her discretion, may give such notice as is deemed appropriate to adjacent property owners or other interested parties. The Director may approve or disapprove an application or require changes or conditions of approval which, in his or her judgment, are necessary to ensure conformity with the provisions of this Article. The Director's decision may be appealed to the Planning Commission.

## **9-7.605** Findings.

To grant a temporary use permit, all of the following findings must be made:

- (a) The proposed use will not adversely affect adjacent properties, their owners and occupants, or the surrounding neighborhood.
- (b) The proposed use will not interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed use.
- (c) The proposed use will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing parking areas.
- (d) The proposed use will not conflict with the intent or requirements of any design review permit, conditional use permit, variance, or planned unit development applicable to the subject property.
- (e) Appropriate controls are in place that will ensure that the premises will be kept clean, sanitary, and free of litter.

## **9-7.606 Duration.**

Temporary use permits shall be approved for no longer than the following initial time periods and may be renewed for subsequent time periods of the same duration or less. Each renewal shall require a new application and fee.

## (a) **One Time Temporary Uses** (as defined in <u>Section 9-2.104(b)(1)</u>):

- (1) Mobile Food Vendors located on private or public property (i.e. not on a public sidewalk or public street): one year.
- (2) All other One-Time Temporary Uses: 60 days.
- (b) **Recurring Temporary Uses** (as defined in Section 9-2.104(b)(2)): one year.

## 9-7.607 Conditions of Approval.

Unless waived by the Director, the following conditions of approval shall apply to all temporary use permits. In approving a temporary use permit, the Director may impose any additional conditions that are deemed necessary to make the findings required by <u>Section 9-7.605</u>.

- (a) Any construction or other work shall conform to all applicable codes.
- (b) Fire protection and access for fire vehicles shall be maintained, as specified by the Fire Marshal.
- (c) All signage shall comply with the Sign Regulations in <u>Article 16 of Chapter 5</u>.
- (d) The site of the temporary use shall be maintained free of weeds, litter, and debris for the duration of the temporary use.
- (e) The site of the temporary use shall be completely cleaned and all trash, debris, signs, sign supports, and temporary structures and electrical and/or plumbing service shall be removed, within three days following the date specified for termination of the temporary use.

## 9-7.608 Revocation.

A temporary use permit issued pursuant to this Article shall be subject to suspension, revocation, or modification for the violation of any provisions of this code or for any grounds which would warrant the denial of the issuance of such original permit. The Director may issue a notice of violation for any failure to comply with any requirement of this Article or any condition of the permit. Such notice shall set forth the action necessary to come into compliance and a time frame for compliance. If the noncompliance is not abated, corrected, or rectified within the time specified by the Director in said notice, the Director may revoke, suspend, or modify the permit, upon 30 days' notice. If the Director decides to revoke or suspend the permit, the temporary use shall be removed within 30 days of the Director's decision unless appealed pursuant to <u>Section</u> <u>9-7.609</u>.

## 9-7.609 Appeals.

The Director's decision on a temporary use permit application or revocation may be appealed to the Planning Commission pursuant to <u>Article 14</u>.

Home	<	>
------	---	---

### CHAPTER 27. SIDEWALK AND STREET VENDORS

Sections:

Article 1. Sidewalk and Street Vendors

- 5-27.1.01 Definitions
- 5-27.1.02 Business Tax Certificate
- 5-27.1.03 Health and Sanitation Requirements
- 5-27.1.04 Vendor Permit to Operate
- 5-27.1.05 Vending Locations
- 5-27.1.06 Cleanliness
- 5-27.1.07 Open-Air Barbeques or Outdoor Wood-Burning Ovens
- 5-27.1.08 Operation Within Specified Distance of Toilet and Handwashing Facility
- 5-27.1.09 Certified Farmers' Markets
- 5-27.1.10 Penalties

Article 2. Peddlers and Solicitors

- 5-27.2.01 Definitions
- 5-27.2.02 Business Tax Certificate
- 5-27.2.03 Permit to Operate
- 5-27.2.04 Permit Denial or Revocation
- 5-27.2.05 Peddling or Soliciting Locations
- 5-27.2.06 Hours When Prohibited
- 5-27.2.07 Certified Farmers' Markets
- 5-27.2.08 Penalties

#### Article 1. Sidewalk and Street Vendors

http://www.codepublishing.com/CA/Emeryville/html/Emeryville05/Emeryville0527.html

#### 5-27.1.01 Definitions.

For purposes of this article, the following definitions apply:

(a) "Certified farmers' market" shall be defined as provided in California Administrative Code Title 3, Section 1392.2(a) or any successor provision.

(b) "City" shall mean the City of Emeryville.

(c) "Code" shall mean the Emeryville Municipal Code.

(d) "Commissary" shall be defined as provided in Health and Safety Code Section <u>113751</u> or any successor provision.

(e) "Community event" shall be defined as provided in Health and Safety Code Section <u>113755</u> or any successor provision.

(f) "Eating and drinking establishments" shall be defined in Section 9-4.4.320, or any successor provision.

(g) "Enforcement agency" shall be defined as provided in Health and Safety Code Section <u>113773</u> or any successor provision.

(h) "Enforcement officer" shall be defined as provided in Health and Safety Code Section <u>113774</u> or any successor provision.

(i) "Food" shall be defined as provided in Health and Safety Code Section <u>113781</u> or any successor provision.

(j) "Food facility" shall be defined as provided in Health and Safety Code Section <u>113789</u> or any successor provision.

(k) "Mobile food facility" shall be defined as provided in Health and Safety Code Section <u>113831</u> or any successor provision.

(I) "Open-air barbeque" shall be defined as provided in Health and Safety Code Section <u>113843</u> or any successor provision. An "open-air barbeque" may include a fire box for heating, storage and disposal of hot coals, heated lava, hot stones or other material utilized to cook food and no more than one (1) worktable of a size not in excess of fifteen (15) square feet which may not be used for dining by the general public.

(m) "Other public gathering" shall include for purposes of this article the operation of a mobile food facility that stops to conduct business for more than one (1) hour in the same location.

(n) "Permanent food facility" shall be defined as provided in Health and Safety Code Section <u>113849</u> or any successor provision.

(o) "Police Chief" means the Chief of Police or his/her designee.

(p) "Temporary food facility" shall mean, consistent with Health and Safety Code Section <u>113930</u> or any successor provision, a food facility approved by the enforcement officer that operates at a fixed location for the duration of an approved community event and only as a part of the community event.

(q) "Vehicle" shall mean a mobile food facility, temporary food facility, catering truck, wagon, pushcart, or other motorized or non-motorized conveyance upon which food is sold, offered for sale or distributed.

(r) "Vendor" shall mean a sidewalk vendor or a street vendor.

(s) "Sidewalk vendor" shall mean any person engaged in selling, offering for sale, or distributing food on a public sidewalk.

(t) "Street vendor" shall mean any person engaged in selling, offering for sale, or distributing food from a vehicle located within a public street.

(Sec. 2 (part) (9-4.2001), Ord. 88-012, eff. Nov. 5, 1988; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.01)

#### 5-27.1.02 Business Tax Certificate.

It shall be unlawful to sell, offer for sale, or distribute any food on any public street or public sidewalk within the City without first obtaining a business tax certificate and paying the applicable business license tax for each sidewalk vendor or street vendor, pursuant to Chapter <u>1</u> of Title <u>3</u>. Notwithstanding those provisions, no business tax certificate shall be issued without evidence that the vendor has obtained all permits required by this article. The original of the City business tax certificate shall be displayed conspicuously at all times on the street vendor's vehicle and at the location of the sidewalk vendor.

(Sec. 2 (part) (9-4.2002), Ord. 88-012, eff. Nov. 5, 1988; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.02)

#### 5-27.1.03 Health and Sanitation Requirements.

Vendors shall obtain a health permit from the enforcement agency. The health permit shall be displayed conspicuously at all times on the street vendor's vehicle and at the location of the sidewalk vendor. Evidence of such health permit shall be made available to the Finance Department as part of the business tax certificate application or renewal.

(Sec. 2 (part) (9-4.2004), Ord. 88-012, eff. Nov. 5, 1988; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.04)

#### 5-27.1.04 Vendor Permit to Operate.

(a) It shall be unlawful to sell, offer for sale, or distribute any food on any public street or public sidewalk within the City without first obtaining a vendor permit from the Police Department pursuant to the provisions of this article for each sidewalk vendor or street vendor location. The vendor permit shall be displayed conspicuously at all times on the street vendor's vehicle and at the location of the sidewalk vendor. Evidence of such vendor permit shall accompany the business tax certificate application or renewal application to the Finance Department.

(b) Any vendor permit issued pursuant to this article shall automatically expire, terminate and be of no further force and effect at 5:00 p.m. on December 31 of each year.

(c) Any vendor permit issued pursuant to this article is nontransferable.

(d) A vendor applicant desiring a vendor permit shall file an annual application with the Chief of Police, on a form furnished by the Police Department, setting forth the following information and including the accompanying data:

(1) Names, addresses and telephone numbers of the vendor applicant and of all persons financially interested in the business;

(2) A statement of the type of food to be sold;

(3) The location at which the sidewalk vendor applicant intends to operate;

(4) Number of vehicles the street vendor applicant intends to operate, along with a copy of the current registration of each vehicle;

(5) For street vendors, the desired street location(s) of the vehicle(s);

(6) Intended day(s) and hours of operation at such location(s);

(7) Whether the vendor applicant intends to operate an open-air barbeque at such location(s);

(8) The location of the toilet and handwashing facility required by this article;

(9) If the toilet and handwashing facility required by this article is on private property, a copy of an enforceable contract between the private property owner and the vendor applicant allowing vendor to utilize such facilities on the day(s) and hours of operation;

(10) A copy of the health permit required by this chapter;

(11) An acknowledgement by the vendor applicant of the obligation to comply with Chapter  $\underline{14}$  of Title  $\underline{6}$  regarding food service waste reduction;

(12) Agreement by the applicant to indemnify and hold harmless the City, its officers and employees from any and all damages or injury to persons or property proximately caused by the act or neglect of the applicant or by hazardous or negligent conditions maintained at the applicant's sales location;

(13) Evidence of general liability and automobile liability insurance in a form and at levels of coverage acceptable to the City;

(14) Previous vending permits issued to the vendor applicant in other cities and the status of those permits;

(15) Such further information as the Police Department may require.

(e) The application shall be accompanied by an application fee for each vehicle of a street vendor and/or each location of a sidewalk vendor. If the application is denied, the application fee shall not be returned to the vendor applicant. The application fee shall be set forth in the City's Master Fee Schedule.

(f) The Police Department shall conduct an investigation of the application and may issue a vendor permit to the vendor applicant within thirty (30) days of its receipt if the Police Chief finds that all of the following conditions have been met:

- (1) An accurate application has been filed;
- (2) The required application fee has been paid;
- (3) All applicable provisions of this article have been or will be met;

(4) The vending locations are in compliance with Section <u>5-27.1.05</u>, will not cause evident traffic congestion, impede pedestrian or bicycle movement, or violate applicable Federal or State accessibility laws; and

(5) The applicant and all the persons listed in subsection (d)(1) of this section have no previous convictions under State law concerning theft, possession of stolen property, or the sale of narcotics.

(g) The Police Chief may deny the application if it is inaccurate, incomplete or unable to meet the requirements of subsection (f) of this section, or if no application fee has been submitted.

(h) The Police Chief may revoke a vendor permit if it is determined and found thereafter that the application was inaccurate, that the permit holder failed to meet requirements of this article, or that the vendor is operating in a manner detrimental to public health, safety or the general welfare of the City.

(i) Any revocation of a vendor permit or denial of a vendor permit application may be appealed to the City Council pursuant to the provisions of Chapter  $\underline{4}$  of Title  $\underline{1}$ .

(Sec. 2 (part) (9-4.2005), Ord. 88-012, eff. Nov. 5, 1988; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.05)

#### 5-27.1.05 Vending Locations.

A vendor with a valid vendor permit shall be permitted on public streets and sidewalks from the hours of 6:00 a.m. until 12:00 a.m. daily, subject to the conditions set forth below:

(a) No vendor shall locate within three hundred feet (300') of the grounds of any elementary or secondary school on any school day;

(b) No vendor shall locate within five hundred feet (500') of a freeway entrance or exit;

(c) No vendor shall locate within fifty feet (50') of any street or roadway intersection, crosswalk, fire hydrant, or bus stop;

(d) No vendor shall locate their operation in such a way that would restrict the ingress to or egress from the adjoining property;

(e) No vendor shall locate on any public sidewalk or within any public street adjacent to a curb which has been duly designated by the City as a white, yellow, blue or red zone;

(f) No vendor shall locate within two hundred feet (200') of a permanent food facility during that facility's operating hours;

(g) No vendor shall locate within two hundred feet (200') of any other vendor operating during the vending hours specified in this section;

(h) Vendors shall not operate in the RM Medium Density Residential Zone or the S-M Shoreline Management Zone, as those zones are described in Chapter  $\underline{6}$  of Title  $\underline{9}$ , or any successor provision.

(Sec. 2 (part) (9-4.2006), Ord. 88-012, eff. Nov. 5, 1988; Sec. 2, Ord. 10-010, eff. July 15, 2010; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3, Ord. 10-020, eff. Jan. 20, 2011; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.06)

#### 5-27.1.06 Cleanliness.

The vendor shall not leave any location without first picking up, removing and disposing of all trash or refuse from their operation that remains within twenty feet (20') of the vendor's location.

(Sec. 2 (part) (9-4.2008), Ord. 88-012, eff. Nov. 5, 1988; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.07)

#### 5-27.1.07 Open-Air Barbeques or Outdoor Wood-Burning Ovens.

Consistent with Health and Safety Code Section <u>114143</u>, any open-air barbeque or outdoor wood-burning oven permitted to operate on any public street or sidewalk shall meet all of the following requirements:

(a) The open-air barbeque or outdoor wood-burning oven is operated on the same premises as, in reasonable proximity to, and in conjunction with a temporary food facility, or a mobile food facility that is operating at a community event. The vendor permit holder of the temporary food facility or mobile food facility shall be deemed to be the vendor permit holder of the open-air barbeque or outdoor wood-burning oven, and shall be responsible for ensuring it is operated in full compliance with this chapter.

(b) The open-air barbeque or outdoor wood-burning oven is not operated in, or out of, any motor vehicle, or in any location that may constitute a fire hazard, as determined by the local enforcement officer and/or the City Fire Marshal.

(c) The open-air barbeque or outdoor wood-burning oven is separated from public access to prevent food contamination or injury to the public by using ropes or other approved methods.

(d) The open-air barbeque shall be equipped with an impervious and easily cleanable floor surface that extends a minimum of five feet (5') from the open-air barbeque or outdoor wood-burning oven facility on all open sides.

(e) An open-air barbeque or outdoor wood-burning oven shall not operate on any day in which a "Spare the Air" alert or "No Burn" announcement has been issued by the Bay Area Air Quality Management District.

(f) All ashes and coals shall be cooled before disposal. Ashes and coals shall be doused and saturated with water and the fire shall be completely extinguished. The ashes and coals shall then be placed into a metal container with a tight-fitting lid that is only used to collect ashes and coals and properly disposed of off-site of the farmers' market. Ashes and coals shall not be placed into any City trash can at any time.

(g) The Fire Chief or his/her designee may order the immediate suspension of open-air barbeque and/or outdoor wood-burning oven operations which are conducted in violation of this section, or which are deemed unsafe or constitute a public nuisance or hazard, as determined by the Fire Chief or his/her designee.

(Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.08)

## 5-27.1.08 Operation Within Specified Distance of Toilet and Handwashing Facility.

A mobile food facility or temporary food facility shall be operated within two hundred feet (200') travel distance of an approved and readily available toilet and handwashing facility to ensure that restroom facilities are available to the vendor permit holder and any of its employees whenever the mobile food facility or temporary food facility is stopped to conduct business for more than a one (1) hour period or if the mobile food facility or temporary food facility operates an open-air barbeque or outdoor wood-burning oven.

(Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.09)

## 5-27.1.09 Certified Farmers' Markets.

Notwithstanding the provisions of this article, vendors operating within a certified farmers' market, permitted by this code, shall comply with all of the provisions of Chapter  $\underline{35}$  of Title  $\underline{5}$ .

(Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

## 5-27.1.10 Penalties.

Any violations of this article shall be punishable as an infraction as provided in Chapter  $\underline{2}$  of Title  $\underline{1}$ . Every day of vending without a valid vendor permit constitutes a separate offense.

(Sec. 2 (part) (9-4.2009), Ord. 88-012, eff. Nov. 5, 1988; Sec. 3 (part), Ord. 10-016, eff. Dec. 16, 2010; Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012. Formerly 5-27.10)

## Article 2. Peddlers and Solicitors

## 5-27.2.01. Definitions.

For purposes of this article, the following definitions apply:

(a) "Certified farmers' market" shall be defined as provided in California Administrative Code Title 3, Section 1392 or any successor provision.

(b) "Code" means the Emeryville Municipal Code.

(c) "Food" shall be defined as provided in Health and Safety Code Section <u>113781</u> or any successor provision.

(d) "Peddle" means to sell and make immediate delivery, or offer for sale and immediate delivery, any nonfood goods, wares, merchandise, or thing in possession of the seller, or services of seller, at any place within the City other than from a fixed place of business.

(e) "Peddler" means any person who peddles, as herein defined.

- (f) "Person" means an individual.
- (g) "Police Chief" means the Chief of Police or his/her designee.

(h) "Solicit" means to sell or take orders, or offer to sell or take orders, for any nonfood goods, wares, merchandise, or thing, for future delivery, or for services to be performed, at any place within the City other than a fixed place of business.

(i) "Solicitor" means any person who solicits, as defined herein.

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.02. Business Tax Certificate.

It shall be unlawful to peddle, solicit, or distribute any merchandise or services on any public street or sidewalk within the City without first obtaining a business tax certificate and paying the applicable business license tax for each peddler or solicitor, pursuant to Chapter <u>1</u> of Title <u>3</u>. Notwithstanding those provisions, no business tax certificate shall be issued without evidence that the peddler or solicitor has obtained all permits required by this article. The original of the City business tax certificate shall be displayed conspicuously at all times at the location of a peddler or solicitor located on the public right-of-way or, in the case of a mobile peddler or solicitor, on demand from any law enforcement officer or upon demand of any person to whom the peddler or solicitor is peddling or soliciting.

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.03. Permit to Operate.

(a) No person shall peddle or solicit on any public street or public sidewalk in the City without a valid permit issued by the Police Department. Evidence of such permit shall accompany the business tax certificate application or renewal application to the Finance Department.

(b) Any permit issued pursuant to this article shall automatically expire, terminate, and be of no further force and effect at 5:00 p.m. on December 31 of each year.

(c) Any permit issued pursuant to this article is nontransferable.

(d) A peddler or solicitor applicant desiring a peddler or solicitor permit shall file an annual application with the Chief of Police, on a form furnished by the Police Department, setting forth the following information and including the accompanying data:

(1) Names, addresses and telephone numbers of the applicant and of all persons financially interested in the business;

(2) A statement of the type of goods, property, or service to be peddled or solicited;

(3) The names and addresses of at least two (2) references as to the applicant's moral character, honesty and integrity;

(4) Identification of any vehicle intended to be used for peddling or soliciting;

(5) The intended location of peddling or soliciting activities;

(6) Agreement by the applicant to indemnify and hold harmless the City, its officers and employees from any and all damages or injury to persons or property proximately caused by the act or neglect of the applicant or by hazardous or negligent conditions maintained at the applicant's sales location;

(7) Evidence of general liability and automobile liability insurance in a form and at levels of coverage acceptable to the City;

(8) Previous peddling or soliciting permits issued to the applicant in other cities and the status of those permits; and

(9) Such further information as the Police Department may require.

(e) The applicant shall also furnish his/her fingerprints and thumbprints to be taken by the Police Department.

(f) The application shall be accompanied by an application fee. If the application is denied, the application fee shall not be returned to the applicant. The application fee shall be set forth in the City's Master Fee Schedule.

(g) The Police Department shall conduct an investigation of the application and may issue a peddler or solicitor permit to the applicant within thirty (30) days of its receipt if the Police Chief finds that all of the following conditions have been met:

- (1) An accurate application has been filed;
- (2) The required application fee has been paid;
- (3) All applicable provisions of this article have been or will be met; and

(4) The applicant and all the persons listed in subsection (d)(1) of this section have no previous convictions under State law concerning theft, possession of stolen property, the sale of narcotics, or a crime involving moral turpitude.

(h) Every peddler or solicitor, at all times while engaged in peddling or soliciting, shall have in his/her immediate possession the permit issued under the provisions of this section and when so peddling or soliciting shall display the same upon demand of any law enforcement officer and upon demand of any person to whom the peddler or solicitor is peddling or soliciting.

(i) Every vehicle used for peddling or soliciting shall display the permit issued pursuant to this article in a conspicuous place in said vehicle.

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.04 Permit Denial or Revocation.

(a) The Police Chief may deny a permit application if it is inaccurate, incomplete or unable to meet the requirements of Section <u>5-27.2.03</u>, or if no application fee has been submitted.

(b) The Police Chief may revoke a permit if any of the following are determined and found after permit issuance:

- (1) The application was inaccurate;
- (2) Any violation of this article;
- (3) Conviction of the permit holder of any felony or crime involving moral turpitude; or

(4) Peddling or soliciting in an unlawful manner or in such a manner which is detrimental to public health, safety or the general welfare of the City.

(c) Any revocation of a permit or denial of a permit application may be appealed to the City Council pursuant to the provisions of Chapter  $\underline{4}$  of Title  $\underline{1}$ .

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.05. Peddling or Soliciting Locations.

A peddler or solicitor with a valid permit shall be permitted on public streets and sidewalks from the hours of 8:00 a.m. until 7:00 p.m. daily, subject to the conditions set forth below:

(a) No peddler or solicitor shall operate within three hundred feet (300') of the grounds of any elementary or secondary school on any school day;

(b) No peddler or solicitor shall locate within five hundred feet (500') of a freeway entrance or exit;

(c) No peddler or solicitor shall locate within fifty feet (50') of any street or roadway intersection, crosswalk, fire hydrant, or bus stop;

(d) No peddler or solicitor shall locate their operation in such a way that would restrict the ingress to or egress from the adjoining property;

(e) No peddler or solicitor shall locate on any public sidewalk or within any public street adjacent to a curb which has been duly designated by the City as a white, yellow, blue or red zone;

(f) No peddler or solicitor shall locate within two hundred feet (200') of any other peddler or solicitor operating during the vending hours specified in this section;

(g) Peddlers and solicitors shall not operate in the RM Medium Density Residential Zone or the S-M Shoreline Management Zone, as those zones are described in Chapter <u>6</u> of Title <u>9</u>, or any successor provision.

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.06. Hours When Prohibited.

It is unlawful for any person to peddle or solicit before 8:00 a.m. or after 7:00 p.m. of any day.

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.07. Certified Farmers' Markets.

Notwithstanding the provisions of this article, peddlers and solicitors operating within a certified farmers' market, permitted by this code, shall comply with all of the provisions of Chapter 35 of Title 5.

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)

#### 5-27.2.08. Penalties.

Any violations of this article shall be punishable as an infraction as provided in Chapter  $\underline{2}$  of Title  $\underline{1}$ . Every day of peddling or soliciting without a valid permit constitutes a separate offense.

## Chapter 5-27 SIDEWALK AND STREET VENDORS

(Sec. 3 (part), Ord. 11-005, eff. June 2, 2011; Sec. 2 (part), Ord. 12-006, eff. Mar. 8, 2012)



The Emeryville Municipal Code is current through Ordinance 16-003, passed February 2, 2016.

Disclaimer: The City Clerk's Office has the official version of the Emeryville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <u>http://www.ci.emeryville.ca.us</u> City Telephone: (510) 596-4300

Code Publishing Company

#### **ORDINANCE NO. 680**

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ADDING CHAPTER 8.42 TO THE INDIAN WELLS MUNICIPAL CODE REGARDING THE REGULATION OF MOBILE FOOD FACILITIES

**WHEREAS**, the City of Indian Wells is authorized to regulate mobile food facilities within its jurisdiction subject to the limitations set forth in Vehicle Code section 22455; and

**WHEREAS**, the City wishes to adopt mobile food facility regulations in compliance with applicable law; and

**WHEREAS**, the City's regulations are based on the following findings:

1. Regulating the hours and location of mobile vendors benefits the health, safety and welfare of City residents because the operation of these vehicles at inappropriate hours or locations creates traffic hazards, blocks adjacent sidewalks to pedestrians, results in unwanted noise, littering and loitering at that location and/or creates hazards for children.

2. Regulating the manner and type of mobile vendors benefits the health, safety and welfare of the City because the inappropriate operation and uncontrolled proliferation of these vehicles creates traffic hazards, blocks adjacent sidewalks to pedestrians, results in unwanted noise, littering and loitering at that location and/or creates hazards for children.

3. Regulating mobile vendors on private property is consistent with the City's interests in the aesthetics of the community.

4. Prohibiting mobile vendors from operating within City parks and recreation facilities is consistent with the City's interest in the aesthetics of the community, fair competition and otherwise ensuring the proper use of City property.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Chapter 8.42 is hereby **ADDED** to the Indian Wells Municipal Code to read in full as set forth in the attached Exhibit "A" and incorporated by this reference.

**SECTION 2. Severability**. If any provision, clause, sentence or paragraph of this Ordinance, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable. This Ordinance amends, adds to, or deletes (as applicable) sections of the Indian Wells Municipal Code.

**SECTION 3. Effective Date**. This Ordinance shall take effect and be in force thirty (30) days after passage.

**SECTION 4. Publication**. The City Clerk is directed to publish this Ordinance in the manner and in the time required by law.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Indian Wells, California, at an adjourned regular meeting of the City Council held on 18th day of September, 2014.

D J. MERTENS MAYOR

#### STATE OF CALIFORNIA ) COUNTY OF RIVERSIDE )ss. CITY OF INDIAN WELLS )

#### **CERTIFICATION FOR ORDINANCE NO. 680**

I, Wade G. McKinney, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. 680, having been regularly introduced at the meeting of August 21, 2014, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at an adjourned regular meeting of the City Council held on this 18th day of September, 2014, and said Ordinance was passed and adopted by the following stated vote, to wit:

AYES: Hanson, Mertens, Mullany, Peabody, Roche NOES: None

and was thereafter on said day signed by the Mayor of the City of Indian Wells

ATTEST:

WADE G. MCKINNE

CITY MANAGER/CITY CLERK

**APPROVED AS TO FORM:** 

STEPHEN P. DEITSCH CITY ATTORNEY

#### EXHIBIT "A"

## "Chapter 8.42 MOBILE FOOD FACILITIES

Sections:

8.42.010	Definitions.
8.42.020	Mobile Food Facility on Public or Private Property.
8.42.030	Mobile Food Facility in the Right of Way.
8.42.040	Mobile Food Facility Permit.
8.42.050	Mobile Food Facility Permit Issuance and Denial.
8.42.060	Violations and Penalties.

#### 8.42.010 Definitions.

For purposes of this chapter, the following words or phrases shall have the following meanings:

"Food or food products" means any type of edible victuals or beverage.

"Mobile food facility" means any self-propelled, motorized device or vehicle by which any person or property may be propelled or moved upon a highway, excepting a device moved exclusively by human power, or which may be drawn or towed by a self-propelled, motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given. Mobile food facility shall not include any vehicle only vending prepackaged food provided that the owner or operator of the vehicle has obtained all applicable state, local and City permits and approvals.

"Prepackaged Food" means any properly labeled and processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at an approved source.

"Vend" or "vending" means to sell, offer for sale, display, barter, exchange, or otherwise give food or food products from a mobile food facility.

"Vendor" means a person who vends, including an employee or agent of a vendor.

#### 8.42.020 Mobile Food Facility on Public or Private Property.

(a) No mobile food facility may vend or locate on any private property or City property except as permitted in this section. All permitted operations on private property or City property shall comply with the operational standards set forth in Subsection (a), (b), (f) to (q), and (t) of Section 8.42.030 (Mobile Food Facility in the Right of Way).

(b) Mobile food facilities may vend or locate on non-residential private property with written permission from the property owner pursuant to a site permit issued under this section or if approved as part of a Temporary Use Permit (TUP) for a special event as outlined in Section 21.60.060 (Temporary Uses). In addition, any mobile food facility participating in a City

sponsored event shall not be required to obtain a site permit or TUP and may vend as part of the City sponsored event.

(c) Mobile food facilities wishing to obtain a site permit to vend on private property located in a non-residential zone or City property outside of the public right-of-way shall file a written request to do so at least ten (10) days prior to the requested date of vending. Such request may be made on a form prescribed by the Community Development Director and shall include, at a minimum, the location, date, and time of the requested vending. Mobile food facilities may request, and the Community Development Director may grant, a site permit covering multiple dates and times and locations. No application for a site permit shall be accepted unless the application is accompanied by a fee in an amount set by City Council resolution.

(d) The Community Development Director shall evaluate and consider any request for a site permit. The Community Development Director may approve, conditionally approve or deny the request consistent with the requirements of this chapter and the public health, safety, and welfare. The Community Development Director's decision may be appealed in the same manner as a mobile food facility permit.

(e) Violation of any site permit shall be grounds for suspension or revocation of a mobile food facility permit. A site permit may be suspended or revoked in the same manner as a mobile food facility permit.

## 8.42.030 Mobile Food Facility in the Right of Way.

A vendor may locate its mobile food facility in the public right-of-way as long as the vendor adheres to the following standards and conditions:

(a) The vendor has a valid mobile food facility permit and business license from the City, including insurance as defined in Subsection (o) below.

(b) The mobile food facility is in full compliance with all parking and Vehicle Code provisions which apply to the location at which it is parked.

(c) The mobile food facility does not obstruct pedestrian or vehicular traffic.

(d) Vending is prohibited on the exposed street and/or vehicular traffic side of the mobile food facility.

(e) The vendor shall not distribute any item from the mobile food facility in a manner that causes any person to stand in that portion of the street that is between the vehicle and the center of the street.

(f) The vendor shall not encroach onto a public sidewalk with any part of its mobile food facility or any other equipment or furniture related to the operation of its business.

(g) The mobile food facility has a valid permit, certificate or other required approval from the Riverside County Department of Health.

(h) All food products sold or provided from the mobile food facility shall comply with all applicable food labeling requirements established by the State of California and the vendor must obtain all required permits, including without limitation, health permits, to sell or provide such items.

(i) No alcohol beverage, general merchandise or commercial sales other than food are permitted.

(j) No amplified music is permitted.

(k) A mobile food facility is limited to two (2) signs excluding exterior graphics. The exterior sign shall be secured at all times that the mobile food facility is moving. No sandwich board or other signs are permitted on the ground in the area or on the mobile food facility.

(I) No vendor may engage in vending or otherwise operate a mobile food facility:

(1) Within one hundred and fifty (150') feet from the outer edge of any entrance of any business on private property during the hours such business is open to the public. This prohibition may be waived with the written consent of such business.

(2) Within twenty-five (25') feet of any street intersection controlled by a traffic light, crosswalk, or stop sign.

(3) Within twenty-five (25') feet of a bus stop.

(4) No mobile food facility may be locate within three hundred (300') feet of the nearest property line of any property on which a public or private school building is located, between the hours of 7:00 a.m. and 5:00 p.m. of any school day..

(m) A mobile food facility may only stand or park in the public right of way between the hours of 9:00 a.m. and dusk.

(n) No vendor shall engage in vending unless he or she maintains a clearly designated litter receptacle in the immediate vicinity of the mobile food facility, marked with a sign requesting use by patrons. Prior to leaving the location, the vendor shall pick up, remove and dispose of all trash generated by the vendor's operation located within a twenty-five-foot (25') radius of the mobile food facility's location. This does not include picking up trash in the street in an unsafe manor.

(o) The vendor shall maintain insurance, as deemed acceptable in the reasonable discretion of the City, and provide to the City written certification thereof, against liability for death or injury to any person and damage to property as a result of ownership, operation, or use of its mobile food facilities. The City Council may adopt insurance requirements as set by resolution. In addition, the vendor shall indemnify, defend and hold the City harmless from any claims arising out of or related to the vendor's ownership, operation, or use of its mobile food facilities, except as otherwise permitted by applicable law.

(p) The vendor shall not discharge any liquid (e.g. water, grease, oil, etc.) onto or into City streets, storm drains, catch basins, or sewer facilities. All discharges shall be contained and properly disposed of by the vendor.

(q) A mobile food facility shall be operated within two hundred (200') feet travel distance of an approved and readily available toilet and handwashing public facility to ensure that restroom facilities are available to customers or truck employees whenever the mobile food facility is stopped to conduct business for more than a one-hour period.

(r) A mobile food facility may not stand or park in the public right of way with a street speed limit of 35 mph or less, regardless if it is posted.

(s) A mobile food facility may not stand or park in one spot in the public right of way for more than one (1) hour.

(t) Mobile food facilities shall comply with all applicable state and local laws.

## 8.42.040 Mobile Food Facility Permit.

(a) No mobile food facility or vendor may vend in the City without first obtaining and having in his or her possession an annual mobile food facility permit issued by the City's Community Development Director in accordance with this chapter.

(b) To receive a mobile food facility permit, a vendor must complete a permit application on the form approved by the City and file it with the City. The Applicant must provide the following information:

- (1) Applicant's full name and address.
- (2) Proof of Applicant's identity.
- (3) Proof of insurance coverage satisfactory to City.

(4) A brief description of the type of food products to be sold. This shall include the nature, character and quality of the product.

(5) The location and/or streets where the Applicant plans to vend.

(6) If Applicant is employed by another to vend, the name and business address of the employer.

(7) A description of the vending vehicle, including logo and color scheme, its registration number, and its license number.

(8) A copy of the valid Riverside County Department of Health permit.

(9) A copy of the Applicant's City business license.

(10) A certification that he or she complies with all local, state and federal laws regarding food product vending, including all applicable sales tax requirements and this chapter.

(c) No application for a new or renewed mobile food facility permit shall be accepted unless the application is accompanied by a fee in an amount set by City Council resolution.

## 8.42.050 Mobile Food Facility Permit Issuance and Denial.

(a) Upon receipt of a written application for a mobile food facility permit, the Community Development Director shall conduct such investigation as he or she deems appropriate to determine whether a mobile food facility permit should be approved. A permit shall be approved, conditionally approved, or denied within thirty (30) calendar days of the filing of an application. The mobile food facility permit shall be approved unless one of the following findings is made:

(1) The Applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process.

(2) The application does not contain the information required by this chapter.

(3) The Applicant has not satisfied the requirements of this chapter.

(b) The City may condition the approval of any mobile food facility permit to ensure compliance with this chapter and other applicable laws.

(c) Any mobile food facility permit shall be valid for the term of one (1) calendar year (January – December). Upon the expiration of the mobile food facility permit, an application for renewal shall be filed in a like manner as an application for an original mobile food facility permit, and such renewal permit shall be approved or conditionally approved only when the requirements for the issuance of an original permit are met.

(d) Any mobile food facility permit may be suspended or revoked by the Community Development Director for failure to comply with the terms and conditions of this chapter. Such suspension or revocation shall be made with written notice to the permit holder, stating the grounds for the revocation and the procedures for appealing the same. The permit holder may appeal this decision by filing a written request for appeal with the City Clerk within fifteen (15) days of the date of the notice. Any revocation or suspension shall be stayed during the pendency of the appeal unless the immediate public health or safety requires otherwise. The hearing on the appeal shall be held within sixty (60) calendar days of the appeal request unless otherwise agreed to by the parties. The City Council may conduct the hearing or designate a hearing officer, consistent with applicable law, to do so. The City Council's or hearing officer's decision shall be final.

(e) A mobile food facility permit shall not be assignable or transferable.

## 8.42.060 Violations and Penalties.

All penalties for violations of this chapter shall be as set forth in Chapter 1.16 General Penalty of the Indian Wells Municipal Code. The penalties provided in Chapter 1.16 are cumulative to any other penalty provided by law."

## **ORDINANCE NO. 1130**

## AN ORDINANCE OF THE CITY OF LOS BANOS AMENDING ARTICLE 36 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE RELATING TO MOBILE FOOD VENDING

WHEREAS, the Planning Commission directed the Community and Economic Development Department to prepare a proposed update the City's current mobile vendor ordinance;

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the proposed ordinance on March 25, 2015 and April 22, 2015 at which time all individuals desiring to comment on the proposed ordinance were heard and on May 13, 2015 the Planning Commission recommended that the City Council adopt the proposed ordinance amending Article 36 to Chapter 3 Title 9 of the Los Banos Municipal Code;

WHEREAS, the City Council conducted a duly noticed public hearing on the recommended changes to the Zoning Code pertaining to mobile vending on June 3, 2015, July 1, 2015, and August 5, 2015 at which time all individuals desiring to comment on the proposed amendments were heard.

THE CITY COUNCIL OF THE CITY OF LOS BANOS DOES ORDAIN AS FOLLOWS:

**Note:** "Existing" as referred to in this Ordinance shall mean the relevant Article or Section in existence prior to amendment or renumbering.

<u>Section 1</u>. The title to Article 36 of Chapter 3 Title 9 of the Los Banos Municipal Code is amended to read as follows:

## Article 36. Mobile Food Vending

Section 3. Section 9-3.3601 is amended to read as follows:

## Sec. 9-3.3601 Purpose.

The general purpose of this Article is to promote the health, safety, comfort, convenience, prosperity and general welfare of the citizens, businesses and visitors of the City of Los Banos by requiring that new and existing mobile food vendors provide the community and customers with a minimum level of cleanliness, quality, safety and security. It is the purpose and intent of the City Council in enacting this Article, to provide mobile food vendors with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community.

Section 4. Section 9-3.3602 is amended to read as follows:

#### Sec. 9-3.3602 Definitions.

(a) "Mobile food vending unit" shall mean any vehicle, trailer, pushcart, motorized food wagon, stand, tent; or structure; not affixed to a permanent foundation, with or without wheels, which may be moved from one place to another under its own power or by other means.

(b) "Mobile food vendor" shall mean any person who owns, controls, manages or is otherwise engaged in the business of selling prepared, pre-packaged or unprepared, unpackaged food or foodstuffs of any kind, from a mobile vending unit on private or public property.

(c) "Persons" shall mean any person, firm, partnership, association, corporation, or business entity, and includes, but is not limited to, owners, operators, drivers, employees, agents, lessors and lessees of a mobile vending unit.

(d) "Vend" or "vending" shall mean the sale, offer for sale, soliciting, preparation, display, barter, or exchange, of prepared, pre-packaged or unprepared, unpackaged food or foodstuffs of any kind, from a mobile food vending unit on private or public property.

Section 5. Section 9-3.3603 is amended to read as follows:

## Sec. 9-3.3603 Permit required.

No person may vend from a mobile food vending unit in the City without first obtaining and having in his or her possession a mobile food vendor permit issued by the City in accordance with this Article. No permit granted herein shall confer any vested right to any person or business for more than the permit period. All mobile food vendors subject to this Article shall comply with the provisions of this Article as they may be amended hereafter.

Section 6. Section 9-3.3604 is amended to read as follows:

## Sec. 9-3.3604 Permit period.

Except as otherwise provided herein, all mobile food vendor permits issued by the City shall expire one year from the date of issuance.

Section 7. Section 9-3.3605 is amended to read as follows:

## Sec. 9-3.3605 Application for permit to operate.

A person desiring to engage in a mobile food vendor operation shall submit a written application for a permit to operate in a form acceptable to and with all supporting information required by the Community and Economic Development Department. Such application shall be accompanied by a nonrefundable, nontransferable application fee in an amount as established by resolution of the City Council. Any such permit shall be required to be renewed annually and a separate nonrefundable, nontransferable application fee shall be paid yearly for such renewal application. Mobile food vendors must have the permit in their possession when vending. Permits to operate are nontransferable and shall be specific to an identified vending unit(s).

(a) A background check through the Los Banos Police Department must be obtained for the mobile food vendor and each person operating or vending out of the mobile food vending unit.

(b) Every mobile food vendor operator shall obtain a City of Los Banos Business License.

(c) As part of the permit to operate application, the mobile food vendor shall provide the following:

(1) Mailing address for notification purposes. If during the term of the permit, the permit holder has any change in the mailing address submitted on the original or renewal application, the permit holder shall notify the Community and Economic Development Department of such change in writing within ten (10) business days thereafter. Failure to provide updated contact information shall be grounds for permit suspension;

(2) Legal names of the mobile food vendor and all persons operating or vending out of the mobile food vending unit;

(3) Proof of current vehicle registration (for mobile food vending unit if applicable);

(4) Four (4) photographs (showing different exterior views) of each mobile food vending unit;

(5) Dimensioned sample or rendering of proposed signage;

(6) A copy of a current Merced County Environmental Health permit;

(7) Proof of automobile insurance as required by the Vehicle Code (for mobile vending unit if applicable);

(8) No person shall engage in, conduct or carry on the business of a mobile food vendor in the public right of way or on public property unless there is on file with the Community and Economic Development Department, in full force and effect at all times, documents issued by an insurance company authorized to do business in the State of California evidencing that the operator is insured (and naming the City as an additional insured) under a liability insurance policy providing minimum coverage of One Million and No/100ths (\$1,000,000.00) Dollars for injury or death arising out of the operation of the mobile food vending unit;

(9) If the mobile food vendor is operating in the public right of way or on public property the mobile food vendor shall be required to execute a hold harmless agreement in a form approved by the City.

(10) If the mobile food vendor is operating on private property, the mobile food vendor shall provide the following:

(A) An affidavit in a form approved by the City from the property owner (if other than self) permitting the mobile food vendor to locate on the site;

(B) A site plan, including sufficient parking for the primary use and the mobile food vendor, for all proposed stationary location(s). Parking spaces shall be marked as required by zoning regulations;

(C) An affidavit from the business or location providing the required restroom facilities for food service workers, stating the hours that those facilities are being made available.

(d) The following may constitute grounds for denial of a permit to operate or renewal application:

(1) The proposed mobile food vending activity does not comply with all applicable laws including, but not limited to, the applicable building, zoning, housing, fire, safety and health regulations;

(2) The applicant is unable to obtain a business license due to a criminal background check or Fire Department approval;

(3) The applicant has, within three (3) years immediately preceding the application filing date, had a permit to operate, vending license or similar permit suspended or revoked in another California jurisdiction;

(4) The applicant has knowingly made a material misstatement in the application for a permit to operate;

(5) Failure to obtain clearance from Merced County Environmental Health.

(e) The Planning Commission shall be the decision-making authority for any initial application of a permit to operate. The Community and Economic Development Director or designee shall be the decision making authority for any renewal application of a permit to operate and/or temporary administrative mobile food vendor permit.

**Section 8.** Section 9-3.3606 is amended to read as follows:

## Sec. 9-3.3606 Location.

(a) <u>Public Right of Way.</u> A mobile food vendor may locate in the public rightof-way subject to the following conditions:

(1) A mobile food vendor shall not operate within three hundred (300') feet of any church, school grounds, park (except as set forth in Section 9-3.3608(b)), playground or City-operated recreation center;

(2) A mobile food vendor shall not operate within one hundred (100') feet of any street intersection;

(3) In addition to the above, a mobile food vendor must comply with the following regulations, depending upon the type of use in which it is located:

(A) <u>Residential Zones</u>.

(i) In a residential zone, a mobile food vendor shall move not less than four hundred (400') feet at least every ten (10) minutes and may not return more than three (3) times to a previous location or within four hundred (400') feet of a previous location on the same calendar day.

(ii) Permitted hours of operation are from 9:00 a.m. to 7:00 p.m.

(iii) A mobile food vendor may not be located within four hundred (400') feet of another mobile food vendor.

(B) <u>Commercial Zones</u>.

(i) In a commercial zone, a mobile food vendor shall move not less than four hundred (400') feet at least every two (2) hours and may not return more than three (3) times to a previous location or within four hundred (400') feet of a previous location on the same calendar day.

(ii) Permitted hours of operation are from 8:00 a.m. to 9:00 p.m.

(iii) If a mobile food vendor is located in a commercial zone and is within one hundred (100') feet of a residence, it shall comply with the requirements listed above for residential zones.

(C) Industrial Zones.

(i) In an industrial zone, a mobile food vendor may operate eighteen (18) hours a day or as long as businesses within three hundred (300') feet of the mobile food vendor location are open, whichever is shorter.

(ii) If a mobile food vendor is located in an industrial zone and is also within one hundred (100') feet of a residence, it shall comply with the requirements listed above for residential zones.

(D) <u>Construction Zones and Business Parks</u>. Permitted days and hours of operation are Monday through Saturday from 8:00 a.m. to 5:00 p.m.

(4) Except as set forth in Section 9-3.3608(b) no mobile food vendor shall be located or maintained on public property, including bicycle pathways, walking trails, public parks or inconsistent with any other City regulations;

(5) Shall not interfere with access, driveways, aisles, circulation or fire lanes and hydrants and shall not operate in a place where the operation will create an unsafe condition; and

(6) Shall comply with the requirements of the Merced County Environmental Health Department.

(b) <u>Private Property.</u> A mobile food vendor may locate on private property subject to the conditions as follows:

(1) Be incidental to a primary use with a valid business license, if required; a mobile vending unit shall not be the primary use of a parcel. Mobile food vending units shall not be permitted as an accessory use to a standalone parking lot;

(2) Be located in a commercial or industrial zoning district. Mobile food vendors shall not be located on private property in a residential zoning district, except as set forth in Section 9-3.3609(c);

(3) Not be located on a vacant parcel;

(4) Be located on pavement per City standards;

(5) Not utilize, or be located on, parking spaces required for the primary use. At least two (2) onsite parking spaces, in addition to those required for the primary use, shall be provided for the mobile food vending unit operation;

(6) Not interfere with access, driveways, aisles, circulation or fire lanes and hydrants and shall not operate in a place where the operation will create an unsafe condition;

(7) Comply with the requirements of the Merced County Environmental Health Department;

(8) Not interfere with pedestrian movement or create a hazard for pedestrians; and

(9) One mobile food unit shall be allowed for each 1000 square feet of paved level area not to exceed three (3) mobile food vending units operating on the same parcel at the same time unless in connection with a special event permit.

Section 9. Section 9-3.3607 is amended to read as follows:

## Sec. 9-3.3607 Operational requirements.

(a) Mobile Food Vending Unit.

(1) The mobile food vendor shall display, in plain view and at all times, current

permits and licenses and the vendors permit shall be affixed to the mobile vending unit. (2) While vending, drive wheels of the mobile food vending unit shall be chocked in such a manner as to prevent movement.

(3) The mobile food vending unit shall be entirely self-sufficient in regards to gas, water and telecommunications. All mobile food vending units that use a generator, propane, compressed natural gas, open flame, heat source, or appliance to operate the mobile food vending unit shall obtain Fire Department approval and shall be subject to inspection by the Los Banos Fire Department prior to issuance or renewal of a business license involving use of the mobile food vending unit. All mobile food vending units shall comply with California Fire Code, California Code of Regulations, and California Mechanical Code. Should any utility hook-ups or connections to on-site utilities be used or required, the mobile food vendor shall be required to apply for appropriate permits or receive approval by the appropriate City department to ensure building and public safety and consistency with applicable building and zoning regulations.

(4) The mobile food vendor shall not discharge items onto the sidewalk, gutter, storm drainage inlets or streets.

(5) Any person engaged in mobile food vending shall wear, on their person, identification with a picture and name while vending. Such identification is to be obtained from the Los Banos Police Department.

(b) Appearance of Site.

(1) The site shall be maintained in a safe and clean manner at all times.

(2) No tables, chairs, fences, shade structures or other site furniture, (permanent or otherwise) or any freestanding signs shall be permitted in conjunction with the mobile food vendor.

(3) Any site improvements required for mobile food vendor operations shall require application for the appropriate permits to ensure building and public safety and consistency with applicable building and zoning regulations.

(4) Exterior storage of refuse, equipment or materials associated with the mobile food vendor is prohibited.

(c) Amplification. While moving, a mobile food vending unit may utilize amplified music, provided that such music shall not exceed eighty (80) decibels at ten (10') feet from the source as measured by a sound level meter. Any amplified music shall cease while the mobile food vending unit is stopped for vending purposes.

(d) Sanitation.

(1) All mobile food vendors operating a mobile food facility as defined by the Health and Safety Code shall operate out of a commissary pursuant to Health and Safety Code Section 114295.

(2) All mobile food vending units shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such a unit, and the vendor of the mobile unit shall pick up all refuse generated by such operation within a twenty-five (25') foot radius of the vehicle before such unit is moved. No mobile food vendor shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated or otherwise provided by and under the control of such vendor.

(3) All mobile food vendors operating a mobile food facility as defined by the Health and Safety Code shall comply with Health and Safety Code Section 114315, as may be amended, regarding the availability of adequate toilet facilities for use by food service personnel.

(e) <u>Safety and Security.</u>

(1) No vending shall be permitted except after the mobile food vending unit has been brought to a complete stop and parked in a lawful manner.

(2) The mobile food vendor shall install signage in a visible location on the mobile vending unit indicating that loitering is not permitted.

(3) The mobile food vendor shall enforce the no loitering rule.

Section 10. Existing Section 9-3.3608 is renumbered to 9-3.3609 and amended to read as follows:

## Sec. 9-3.3609 Exemptions.

The following shall be exempt from the requirements of this Article:

(a) Any person engaged in vending where such person has been authorized by the City of Los Banos to engage in such activity by a special event permit, in connection with a certified farmer's market, or other permit or entitlements issued by the City of Los Banos.

(b) Any person delivering any goods by vehicle where such goods have been ordered in advance for such delivery from any business located at a permanent location and which goods are being delivered from such location to the customer by vehicle, regardless of the point of sale.

(c) Any person on private property in a residential zone operating solely for private catering purposes when (i) the mobile food vending unit is parked entirely on private property; (ii) service is limited to the guests of the catered event; (iii) no admission is charged for attending the event; and (iv) no payment is required from the guests for individual orders from the mobile food vending unit.

**Section 11.** Existing Section 9-3.3609 is renumbered to 9-3.3610 and amended to read as follows:

## Sec. 9-3.3610 Application of other laws and regulations.

(a) The provisions of this Article prohibiting the stopping or parking of a vehicle shall apply at all times or at those times specified by this Article, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

(b) The provisions of this Article imposing a time limit on stopping or parking shall not relieve any person from the duty to observe other more restrictive provisions of the Vehicle Code, this Code or any other ordinances of the City, prohibiting or limiting the stopping or parking of vehicles in specified places or at specified times.

(c) The provisions of this Article shall not relieve any person from the provisions of the Health and Safety Code pertaining to the regulation of Mobile Food Facilities.

**Section 12.** Existing Section 9-3.3610 is renumbered to 9-3.3611 and amended to read as follows:

## Sec. 9-3.3611 Suspension/revocation of permit to operate.

(a) Violation and Noncompliance. The Community and Economic Development Director or designee may refuse to renew a permit or may revoke or suspend an existing permit on the grounds that the permit holder has failed to comply with the permit conditions or other requirements of this Article. If a suspended permit lapses during the suspension period, a new application must be filed at the end of the suspension period. In any such case, the permit holder shall have the right to appeal in the time and manner set forth in this section.

(b) Revocation and Suspension of Permit to Operate. When the City concludes that grounds for denial, suspension, revocation or refusal to renew a permit to operate exist, he or she shall serve the applicant or permit holder, either personally or by certified mail addressed to the business or residential address of applicant or permit holder, with a notice of denial or notice of intent to suspend, revoke or refuse to renew permit.

This notice shall state:

(1) The reasons for the proposed action;

(2) The effective date of the decision;

(3) The right of the applicant or permit holder to a hearing; and

(4) That the decision will be final if no hearing request is filed within five (5) business days.

(c) Hearings and Appeals. Hearings and appeals of the decision of the Community and Economic Development Director or designee or the Planning Commission shall be conducted in the same manner provided by Sections 9-3.2330 through 9-3.2334.

**Section 13.** Existing Section 9-3.3611 is renumbered to 9-3.3612 and amended to read as follows:

### Sec. 9-3.3612 Applicability of ordinance to existing businesses.

(a) The provisions of the ordinance codified in this Article shall be applicable to all mobile food vendors established after the effective date of the ordinance.

(b) All existing mobile food vendors operating within the City shall be required to obtain a permit to operate and otherwise comply with this Article upon the expiration of a current business license and/or application of a renewal of a current business license.

Section 14. A new Section 9-3.3608 is added to read as follows:

# Sec. 9-3.3608 Temporary Administrative Mobile Food Vendor Permit.

(a) A mobile food vendor that otherwise meets all the requirements of this Article shall be eligible to obtain temporary administrative mobile food vendor permit issued over the counter by the Community and Economic Development Department for the temporary operation of a mobile food vending unit not to exceed one (1) day per any one week period. A mobile food vendor shall be eligible for a maximum of six (6) temporary administrative mobile food vendor permits per twelve month period.

(b) Notwithstanding the provisions of this Article, a temporary administrative mobile food vending permit may allow the mobile food vending unit, not to exceed two

units at the same time, to be located in the drive lane adjacent to the northern boundary of Pacheco Park except immediately before and after and during the time of a special event at the park subject to such other reasonable conditions as deemed appropriate by the Community and Economic Development Director.

<u>Section 15.</u> The provisions of this Article as enacted in this Ordinance shall apply to all unattended donation boxes located within the City of Los Banos as of the effective date of this Ordinance. All persons who have one or more unattended donation boxes located on their real property as of the effective date of this Ordinance shall have sixty (60) days from that date to file an application for a permit as provided for in this Article. Any person who has filed a timely application for a permit shall not be subject to the provisions of this Article relating to unattended donation boxes until a permit is issued or denied to the applicant.

<u>Section 16.</u> To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

<u>Section 17.</u> If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

Section 18. This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

Introduced by Council Member Silveira and seconded by Council Member Faria on the 1st day of July, 2015.

Passed on the 5th day of August, 2015 by the following vote:

AYES: Council Members Faria, Lewis, Silveira, Stonegrove, Mayor Villalta NOES: None ABSENT: None

APPROVED: Michael Villalta, Mayo

ATTEST:

finer f. Hall

Lucille L. Mallonee, City Clerk

#### 9-2-124 Mobile food facilities. Revised 6/15

(a) **Purpose.** The purpose of this section is to allow mobile food facilities to operate within the City through an expedited permitting process that ensures that such uses are operated in a manner that is safe and secure, and will not create adverse impacts to either the property on which they are located or to the immediate neighborhood.

(b) **Mobile food facility permit required.** Any person must obtain a mobile food facility permit prior to operating a mobile food facility on private property within the City. The approval shall be specific to a location and shall not be transferable to other locations or operators. Operation of a mobile food facility shall not be permitted on public property under this section. An application for a permit shall be submitted for approval of a mobile food facility permit not less than fifteen (15) days before the use is intended to begin. The application shall be on a form prescribed for that purpose, and shall include the written consent of the owner of the property on which the use is to be located and, if different, the business owner providing restroom facilities within two hundred (200') feet as prescribed by the California Health and Safety Code <u>Section 114250.1</u>.

#### (c) Mobile food facility permit application: Review and approval.

 Once an application has been accepted as complete, the Development Services Director or designee shall take action within fifteen (15) days.

(2) Once an application has been accepted as complete, the Development Services Director or designee shall refer the permit application to City departments and any other agencies deemed appropriate by the Development Services Director.

(3) In considering an application for a permit pursuant to this section, the Development Services Director or designee shall approve the permit only if it makes the following findings and subject to the limitations and conditions of this section:

(i) The proposed location is on an improved property that is entirely paved and shall not interfere with the operation of any approved uses on the site;

(ii) The site is adequate to support the operation of the mobile food facility and the mobile food facility will not adversely affect adjacent structures and uses, or the surrounding neighborhood;

 (iii) The proposed use will not adversely affect the circulation and flow of vehicular and pedestrian traffic in the immediate area;

(iv) The proposed use will not create a demand for additional parking which cannot be met safely and efficiently in existing parking areas;

(v) The proposed use will not conflict with the terms or intent of any planned unit development permit or conditional use permit currently in effect on the property;

(vi) The proposed use and location complies with all applicable requirements of the Turlock Municipal Code, the California Building and Fire Codes, and any other applicable local, regional, State or Federal laws or regulations; and

(vii) The proposed use will not otherwise constitute a nuisance or be detrimental to the public welfare of the community.

(d) **Limitations of use by zoning district.** A mobile food facility may be permitted to operate on any property zoned for commercial or industrial uses, except the C-O commercial office district and the DC downtown core, DCT downtown core transition, and OR office residential overlay districts.

(e) **Limitation on number and concentration of mobile food facilities.** On properties of less than one (1) acre in size, no more than one (1) mobile food facility shall be permitted at one (1) time.

(f) **Mobile food facility permit and renewals.** The mobile food facility permit shall expire on December 31st each calendar year. Applications received after October 1st of each calendar year shall be given a renewal date that ends on December 31st of the following year. Each renewal shall be subject to the findings and conditions outlined in this section. There shall be no limit on the number of renewals that may be granted.

(g) **Conditions.** In authorizing an application for a mobile food facility permit, the Development Services Director shall include as conditions of approval the following minimum provisions:

(1) The use shall be conducted entirely upon private property and not within any public right-of-way;

(2) The use shall conform to all applicable building, electrical, fire, plumbing, engineering, solid waste, wastewater, water quality, and environmental regulations and laws;

(3) No permanent structures may be constructed on the site to support the operation of the mobile food facility;

(4) No signs, balloons, or flags may be displayed on or off the site to promote the mobile food facility except those permanently affixed to the mobile food vehicle/trailer;

(5) No outdoor music, live or amplified, is permitted;

(6) Temporary canopies or tents less than one hundred twenty (120) square feet may be erected but must be removed at the end of each business day;

(7) No more than two (2) small tables seating up to a total of ten (10) people may be permitted and must be removed at the end of each business day;

(8) Vehicle and temporary canopies or tents shall not be located closer than twenty(20') feet to a building or structure;

(9) Vehicle and any temporary canopies or tents shall not be located on the same parcel, or closer than one hundred (100') feet from the lot line of an adjacent parcel, on which a flammable, combustible, or liquid petroleum gas dispensing or storage container is located;

(10) Provisions for fire protection and fire vehicle access shall be made as prescribed by the Fire Marshal;

(11) The site shall be continuously maintained free of weeds, litter, and debris;

(12) Within three (3) days after ceasing operation of the mobile food facility at any location, the site shall be completely cleaned; all trash, debris, signs, sign supports, and temporary electrical service will be removed;

(13) The mobile food facility operator shall obtain and maintain a valid Turlock business license at all times;

(14) An agreement for the use of properly operating restroom facilities within two hundred (200') feet of the vehicle's location shall be maintained at all times; and

(15) Any additional limitations or conditions as required by the Development ServicesDirector as conditions of approval.

(h) Fee. A fee shall be paid by the applicant to cover the costs of processing and administering the mobile food facility permit application. Such fee shall be set by City Council resolution, and may be amended from time to time.

(i) **Suspension or revocation of mobile food facility permit.** Any mobile food facility permit may be suspended or revoked in accordance with the procedures and standards of Article 11 of <u>Chapter 9-5</u> TMC (Enforcement). The permit shall be automatically suspended and may be revoked when the permit issued by the Stanislaus County Environmental Resources Department is suspended or revoked for any reason.

(j) **Appeal.** The decision of the Development Services Director may be appealed as provided by <u>Chapter 1-4</u> TMC.

(1208-CS, Amended, 05/28/2015; 1207-CS, Rep&ReEn, 05/28/2015)

#### Article 2. - Definitions

*Abandoned.* A use that has ceased or a structure that has been vacated for a time period as specified in this title. Abandonment does not include temporary or short-term interruptions to a use or occupancy of a structure during periods of remodeling, maintaining, or otherwise improving or rearranging a facility.

Accessory building. See building, accessory.

Accessory dwelling unit. See second dwelling unit.

Accessory structure. See structure, accessory.

Accessory use. See use, accessory.

*Acre, gross.* A measure of total land area of a lot or site, including areas to be dedicated for public rights-of-way, streets, schools, or other dedications.

*Acre, net.* A measure of land area of a lot or site remaining after dedication of all areas for public rightsof-way, streets, schools, or other dedications.

*Adjacent.* Contiguous, having a common border, boundary, or lot line. Lots or parcels of land that touch at corners only shall not be deemed adjacent. Includes properties directly across an alley.

Adjoining. See "adjacent".

*Adult-oriented business.* An establishment or concern that, as a regular and substantial course of conduct, offers, sells or distributes adult-oriented merchandise, or that offers to its patrons materials, products, merchandise, services, entertainment or performances that have sexual arousal, sexual gratification, and/or sexual stimulation as their dominant theme, or are characterized by an emphasis on specified sexual activities or specified anatomical areas and are not customarily open to the general public because they exclude minors by virtue of their age. This classification does not include any establishment offering professional services conducted, operated, or supervised by medical practitioners, physical therapists, nurses, chiropractors, psychologists, social workers, marriage and family counselors, osteopaths, and persons holding licenses or certificates under applicable State law or accreditation from recognized programs when performing functions pursuant to the respective license or certificate. Includes sexually oriented businesses. See <u>Section 9-5.102</u>, Adult-Oriented Businesses.

*Affordable housing.* Residential units for rent or sale which are intended for or restricted to households of very low, low and moderate income as defined by Sections 50079.5, 50093 and 50105 of the Health and Safety Code.

*Agriculture.* The art, science or practice of cultivating the ground, harvesting the crops, rearing and management of livestock, tillage, husbandry, farming, horticulture, and forestry.

*Aggrieved person.* Any person who, in person or through a representative, appeared at a City public hearing in conjunction with a decision or action appealed or who, by other appropriate means prior to a hearing, informed the local government of the nature of his or her concerns or who, for good cause, was unable to do either.

*Aircraft sales, services and storage.* Uses related to the rental, sales, manufacturing, maintenance, repair and storage of aircraft.

*Alley.* A public or private vehicular way typically providing a secondary means of access to adjoining property, and not meant to provide a through traffic route, the longitudinal boundaries of which are defined by property lines or easements.

*Alteration.* Any change, addition or modification that changes the exterior architectural appearance or materials of a structure or object. Alteration includes changes in exterior surfaces, changes in materials, additions, remodels, demolitions, and relocation of buildings or structures, but excludes ordinary maintenance and repairs. See also "structural alterations" for modifications to any of the supporting members of a structure.

*Americans with Disabilities Act (ADA).* United States Public Law 101-336, 104 Stat. 327 (July 26, 1990), codified at 42 U.S.C. Section 12101 et seq.

Ancillary. Accompanying, auxiliary.

*Animal keeping.* The raising of animals as an accessory use to a primary residential use. See Chapter 5, Article 1.104, Animal Keeping.

*Animal raising.* The raising, grazing, or feeding of animals for animal products, animal increase, or value increase, and dairying as an accessory use on farms with dairy cattle. It includes the raising of livestock, poultry and fish.

### Animal-related terms.

*Animal husbandry.* The care and breeding of domestic farm animals such as cattle, hogs, sheep and horses.

*Household pet.* Any domesticated animal customarily permitted and kept in a dwelling and kept only for the company or pleasure provided to the occupants of the dwelling, such as a dog, cat, bird, rodent (including a rabbit), fish, reptile or turtle, to the extent allowed by California law.

*Kennels.* Facilities for keeping, boarding, training, breeding or maintaining for commercial purposes, four (4) or more dogs, cats, or other household pets not owned by the kennel owner or operator. This classification excludes pet shops and animal hospitals that provide twenty-four (24) hour accommodation of animals receiving medical or grooming services.

*Livestock.* Any domestic animals such as cattle, horses, donkeys, mules, burros, sheep, hogs, or goats. Includes fish.

*Pet stores.* Retail sales of animals and/or services, including grooming, for animals on a commercial basis. This classification excludes dog walking and similar pet care services not carried out at a fixed location, and excludes pet supply stores that do not sell animals or provide on-site animal services.

*Veterinary services.* Medical care for small animals on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services but does not include kennels.

*Apartment.* A multiple residence with three (3) or more units, in which residential units are rented for a month or longer. See also residence, multiple.

*Area, gross.* The horizontal area within the boundaries of a lot or site including any area for future streets, parks, and other dedications.

*Artists' studios.* Work space for artists and artisans, including individuals practicing one of the fine arts or performing arts, or skilled in an applied art or craft. Incidental retail sales of items produced on the premises is required.

*Assembly plant.* A plant with an arrangement of machines, tools and workers assembled in a particular sequence along a direct line or route.

*Authority.* The appropriate person, official, or body designated to hear, grant, deny, modify, condition, revoke permits required by the Coalinga Zoning Ordinance.

Automobile/vehicle sales and services.

Automobile/vehicle rentals. Rental of automobiles, including storage and incidental maintenance.

*Automobile/vehicle sales and leasing.* Sales or leasing of automobiles, boats, motorcycles, trucks, and motor homes, including storage and incidental maintenance.

*Automobile/vehicle repair, major.* Repair of automobiles, trucks, motorcycles, motor homes, boats and recreational vehicles, including the sale, installation, and servicing of related equipment and parts, generally on an overnight basis. This classification includes auto repair shops, body and fender shops, transmission shops, wheel and brake shops, auto glass services, and tire sales and installation, but excludes vehicle dismantling or salvaging and tire retreading or recapping.

*Automobile/vehicle service and repair, minor.* The service and repair of automobiles, light-duty trucks, boats, and motorcycles, including the sale, installation, and servicing of related equipment and parts. This classification includes quick-service oil, tune-up and brake and muffler shops where repairs are

made or service provided in enclosed bays and no vehicles are stored overnight. This classification excludes establishments providing engine repair, body and fender work, vehicle painting, or towing. It also excludes repair of heavy trucks or construction vehicles.

*Automobile/vehicle washing.* Washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.

*Large vehicle and equipment sales, service and rental.* Sales, servicing, rental, fueling, and washing of large trucks, trailers, tractors, and other equipment used for construction, agricultural, or landscape gardening activities. Includes large vehicle operation training facilities. Sales of new or used automobiles or trucks are excluded from this classification.

*Service station.* Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing repair services; selling automotive oils, replacement parts, and accessories; and/or providing food services.

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

*Balcony.* A platform that projects from the wall of a building thirty (30) inches or more above grade.

*Bakery.* A shop where baked goods are made and/or sold.

# Banks and financial institutions.

*Banks and credit unions.* Financial institutions providing retail banking services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding check-cashing businesses.

*Check cashing businesses.* Establishments that, for compensation, engage in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification also includes the business of deferred deposits, whereby the check casher refrains from depositing a personal check written by a customer until a specific date pursuant to a written agreement as provided in Civil Code 1789.31. Check Cashing Businesses do not include state or federally chartered banks, savings associations, credit unions, or industrial loan companies. They also do not include retail sellers engaged primarily in the business of selling consumer goods, such as consumables to retail buyers, that cash checks or issue money order incidental to their main purpose or business.

Bar. See eating, drinking and smoking establishments.

*Base district.* A zoning district that includes use, height, bulk, space, and development standards for the regulation of development in a particular area.

*Bed and breakfast.* A residence or commercial building with six (6) or fewer rooms, serving meals to registered guests for accommodation of travelers staying fewer than thirty (30) days.

*Bedroom.* Any room located within a dwelling unit that is used primarily for sleeping purposes by its residents and that contains at least seventy (70) square feet of floor area.

Rooms designated as a "den", "library", "study", "loft" or other extra room that satisfies this definition and is not a kitchen, living room, or bath will be considered a bedroom.

*Bicycle parking, long-term.* Bicycle parking that is designed to serve employees, students, residents, commuters, and others who generally stay at a site for four (4) hours or longer.

*Bicycle parking, short-term.* Bicycle parking that is designed to serve shoppers, customers, messengers, guests, and other visitors to a site who generally stay for a period of less than four (4) hours.

*Block.* All property fronting upon one side of a street, between intersecting and intercepting streets, or between a street and a railroad right-of-way, waterway, dead-end street or unsubdivided land.

*Blockface.* All property between two (2) intersections that fronts upon a street or is adjacent to a public right-of-way.

*Boardinghouse.* A residence where lodging or meals are provided to persons renting rooms for a month or longer.

*Building.* Any structure enclosed by a roof and by walls on three or more sides, and having a fixed location upon the ground.

Building footprint. See footprint.

*Building front.* That portion of the main building which affords public entry. In the case of a building with more than one public entry, the entrance with the assigned address shall be considered the main public entry.

Building height. See height.

*Building materials and services.* Retailing, wholesaling, or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This definition does not include contractors' yards and hardware stores less than 10,000 square feet in floor area (see retail sales).

*Building, accessory.* A subordinate building, the use of which is incidental to that of the main building on the same lot.

Building, main. The building in which the principal use on a lot is conducted.

*Building Official.* The Building Official is the City Manager or his or her designee. The Building Official is under general administrative direction, to manage and coordinate the activities of the building and inspection functions of the City; to assume responsibility for implementing City activities related to setting and ensuring compliance with building standards including plan check, inspection and zoning matters. Work may be conducted by the Building Official or his or her division staff.

*Business.* A commercial use involving the purchase, sale or other transaction involving the handling or disposition of any article, service, substance or commodity for livelihood or profit; or the management of offices, structures and premises; or the maintenance and use of recreational or amusement enterprises; or the maintenance and trades rendering service.

*Business office.* A building or part of a building in which one or more persons are employed primarily in the administration, management, or conducting of a business, sometimes incidental to other business activities.

*Business services.* Establishments that primarily provide goods and services to other businesses on a fee or contract basis, including printing and copying, blueprint services, computer services, data processing, accounting and bookkeeping, advertising and mailing, equipment rental and leasing, office security, custodial services, photo finishing, and model building, but excluding vehicle rentals, bulk items, or print shops.

Café. See eating and drinking establishments.

*California Environmental Quality Act (CEQA).* State law, pursuant to California Public Resources Code Section 21000 et. seq. or any successor stature, that requires public agencies to document and consider the environmental effects of a proposed action before a decision.

*Card room.* An establishment where legal gambling is conducted.

*Caretaker.* A person, living on-site, who is the owner, manager or any employee with responsibility for security, care of people, animals, equipment or other conditions on the property.

*Caretaker residence.* A living unit provided for an on-site caretaker.

*Carport.* An accessory structure that is roofed but permanently open on at least two (2) sides and maintained for the storage of motor vehicles.

*Car wash.* An establishment with mechanical facilities for washing motor vehicles including self service operations.

*Cemetery.* Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

*Cinema/theaters.* Facilities for indoor display of films, motion pictures, or dramatic, musical, or live performances. This classification may include incidental food and beverage services to patrons.

*Large-scale.* This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, driving ranges, golf courses, and facilities with more than 10,000 square feet in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; or stables. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

*Small-scale.* This classification includes small, generally indoor facilities that occupy less than 10,000 square feet of building area, such as billiard parlors, card rooms, health clubs, dance halls, small tennis club facilities, poolrooms, and amusement arcades. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

*City.* The City of Coalinga, California.

*City Council.* The City Council of the City of Coalinga.

*City Engineer.* The City Engineer of the City of Coalinga.

*Clubs and lodges.* Meeting, recreational, or social facilities of a private or nonprofit organization or association primarily for use by members or guests. This classification includes union halls and social clubs.

Cocktail lounge. A bar or area serving primarily alcoholic beverages, within a restaurant.

*Code Enforcement Officer.* A Code Enforcement Officer is defined under <u>Section 2-4.113</u> of the City of Coalinga Municipal Code.

*Coffee shop.* See eating and drinking establishment.

*Colleges and trade schools, public or private.* Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes business and computer schools, management training, technical and trade schools, but excludes personal instructional services such as music lessons.

*Commercial entertainment and recreation.* Provision of participant or spectator entertainment to the general public.

*Commercial vehicle.* Any vehicle currently registered as such with the state Department of Motor Vehicles or equivalent out-of-state or federal agency and is used primarily in the conduct of a business as opposed to private family or individual use. See<u>Section 4-4.801</u> to <u>4-4.807</u> of the City of Coalinga Municipal Code.

*Community center.* Any noncommercial facility established primarily for the benefit and service of the population of the community in which it is located. Examples include youth centers and senior centers.

*Community Development Director.* The Community Development Director is the City Manager or his or her designee. The Community Development Director is under general administrative direction, to plan, direct, manage, and oversee the planning functions of the City; to assume responsibility for the enforcement of zoning, subdivision, and land use laws, ordinances, and regulations in accordance with the general plan; to provide consultation on planning issues to the City Council, Planning Commission, and other boards and advisory committees; and to do related work as required. Work may be conducted by the Community Development Director and his or her department staff.

*Condominium.* An estate in real property consisting of an undivided interest in common in a portion of a parcel of real property, together with a separate interest in space in a residential or commercial building, such as an apartment or an office building. A condominium may include in addition a separate interest in other portions of such real property. Condominium, also refers to townhouses, cooperative housing, and similar residential developments.

*Compatible.* That which is harmonious with and will not adversely affect surrounding buildings and/or uses.

*Condition of use.* A development standard determined to be necessary to permit the harmonious classification of a use as listed in a district and therefore a prerequisite to place, or for application to place, such use as classified.

Conditionally permitted. Permitted subject to approval of a Conditional Use Permit or Site Plan Review.

*Construction.* Construction, erection, enlargement, alteration, conversion or movement of any building, structures, or land together with any scientific surveys associated therewith.

*Construction and material yards.* Storage of construction materials or equipment on a site other than a construction site.

*Conversion.* A change of a residential dwelling, including a mobile home lot in a mobile home park, as defined in Section 18214 of the Health and Safety Code, or a residential hotel, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, to a condominium, cooperative, or similar form of ownership; or a change of a residential dwelling, including a mobile home lot in a mobile home park, or a residential hotel to a nonresidential use.

County. The County of Fresno, California.

*Courtyard.* An open, unoccupied space, unobstructed to the sky, other than a yard, on the same lot with a building or group of buildings and which is bounded on three (3) or more sides by such building or buildings.

*Crop cultivation.* The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries, vineyards and ancillary wineries and distilleries.

*Cultural institutions.* Public or non-profit institutions engaged primarily in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance, and events; buildings of an educational, charitable or philanthropic nature; libraries; museums; historical sites; aquariums; art galleries; and zoos and botanical gardens.

*Day care centers.* Establishments providing non-medical care for persons on a less than 24-hour basis other than family day care home. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other day care facility licensed by the State of California.

*Day care, commercial.* A facility that regularly provides care, protection, and supervision for any number of persons as a principal business use of the site.

*Day care, institutional.* A facility that regularly provides care, protection, and supervision for any number of persons, and is operated in conjunction with and on the same site as a public or private school, church or other institutional use which is permitted and established in the district.

*Family day care home.* A home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home as follows.

*Family day care: small.* A facility or home that for compensation regularly provides care, protection and supervision for six (6) or fewer children, not necessarily related to the caregiver in the caregiver's own home for periods of less than twenty-four (24) hours per day, while the parents or guardians are absent. Children under the age of ten (10) years who reside at the home shall be included when counting the number of children taken care of in the house (Health and Safety Code Section 1596.78(c)). See <u>Section 9-5.110</u>, Family Day Care Homes.

*Family day care: large.* A facility or home that for compensation regularly provides care, protection and supervision for up to twelve (12) children, not necessarily related to the caregiver in the caregiver's own home for periods of less than 24 hours per day, while the parents or guardians are absent. Children

under the age of 10 years who reside at the home shall be included when counting the number of children taken care of in the house (Health and Safety Code Section 1596.78(b)). See<u>Section 9-5.110</u>, Family Day Care Homes.

*Deck.* A platform, either freestanding or attached to a building, that is supported by pillars or posts. See also balcony.

Delicatessen. A shop that sells and/or serves cooked or prepared foods ready for eating.

*Demolition.* The intentional destruction and removal of any structure or portion thereof, including a residential dwelling, including a mobile home, as defined in Section 18008 of the Health and Safety Code, or a mobile home lot in a mobile home park, as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code, which has not been declared to be a public nuisance under Division 13 (commencing with Section 17000) of the Health and Safety Code or any local ordinance enacted pursuant to those provisions.

Density. The number of dwelling units per unit of land area.

*Density bonus.* An increase in the total number of dwelling units allowed per acre, potentially above and beyond that allowed by the Coalinga General Plan for the given district.

*Development.* Any manmade change to improved or unimproved real estate, including but not limited to the division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; and any use or extension of the use of land.

*Development agreement.* A contract duly executed and legally binding between the City of Coalinga and a developer(s) that delineates the terms and conditions agreed upon by two (2) or more parties.

Developmentally disabled rehabilitation facility. See residential care facility.

*Disabled-inoperative vehicle.* Any vehicle unable to run under its own power, unlicensed, or determined to be unsafe to operate. See Sections <u>5-1.01</u> to <u>5-1.15</u> of the City of Coalinga Municipal Code.

District. See zoning district.

*Double frontage lot.* See lot, through.

*Drive-through facilities.* Facilities designed to enable persons to receive a service or purchase or consume goods while remaining within a motor vehicle, typically associated with banks, eating, and drinking establishments, pharmacies, and other commercial uses.

*Driveway.* A vehicular access within private property leading from a public or private street to the principal structure, residence, garage, carport or parking area See Chapter 4, Article 3, Off Street Parking and Loading for requirements.

*U-shaped driveways.* A driveway type characterized by having a separate entrance and exit and a curved drive path and generally loops to form a "u" shape.

*Dwelling unit.* A room or suite of rooms including one and only one kitchen, and designed or occupied as separate living quarters for one family. Dwellings include transitional and supportive housing. See also family.

*Easement.* A portion of land created by grant or agreement for specific purpose; an easement is the right, privilege or interest which one party has in the land of another.

*Eating and drinking establishments.* Businesses primarily engaged in serving prepared food and beverages for consumption on or off the premises.

*Bars/night clubs/lounges.* Businesses serving beverages for consumption on the premises as a primary use and including on-sale service of alcohol including beer, wine, and mixed drinks. This classification includes establishments that provide dancing or entertainment.

*Coffee shops/cafés.* Establishments that serve nonalcoholic beverages, such as coffee, tea, juices or sodas for consumption on or near the premises, or a specialty snack, such as ice cream, frozen yogurt, cookies or popcorn.

*Restaurants.* Establishments where meals are served to customers. This classification includes fullservice restaurants with table service as well as establishments providing limited table service, such as fast-food restaurants, carryout sandwich shops, limited service pizza parlors and delivery shops, and delicatessen restaurants. This classification excludes establishments that provide dancing or entertainment (see bars/night clubs/lounges).

*Effective date.* The date on which a permit or other approval becomes enforceable or otherwise takes effective, rather than the date it was signed or circulated.

*Electric vehicle charging station.* A public or private parking space served by a battery charging station equipment with the primary purpose of transferring electric energy by conductive or inductive means to a battery or other energy storage device in an electric vehicle. An electric vehicle charging station is considered an accessory use and accessory structure on any property and shall conform to their respective requirements. A site with electric vehicle charging stations as a primary use shall be subject to the same requirements as a gas station, including signage requirements.

*Charging levels.* The standardized indications of electrical force or voltage at which an electric vehicle's battery is recharged.

Level-1: slow charging at zero (0) through 120 volts.

Level-2: medium charging at over 120 to 240 volts.

Level-3 or higher: fast or rapid charging with over 240 volts.

*Emergency.* A sudden unexpected occurrence demanding immediate action to prevent or mitigate loss or damage to life, health, property or essential public services.

*Emergency shelters.* Housing with minimal supportive services intended for use by homeless persons that is limited to occupancy of six (6) months or less. No individual or household may be denied emergency shelter because of an inability to pay (Health and Safety Code Section 50801(e)). Jurisdictions are required to identify applicable zoning districts and implement standards relating to emergency shelters in compliance with Government Code Section 65583. See <u>Section 9-5.109</u>, Emergency Shelters.

*Environmental Impact Report (EIR).* An Environmental Impact Report as required under the California Environmental Quality Act, Public Resources Code Section 21000 et. seq.

*Facade.* The exterior wall of a building exposed to public view or that wall viewed by persons not within the building. The portion of any exterior elevation of a building extending vertically from the grade to the top of a parapet wall or eave, and horizontally across the entire width of the building elevation.

*Family.* One or more persons occupying a premises and living as a single housekeeping unit or household (as distinguished from a group of transients occupying such premises), including residents of a boarding house or group home for persons with disabilities. Members of a "family" need not be related by blood, and shall include all necessary employees of such family. See household.

*Farmers' market.* A building, structure or site used to sell fruit and vegetables to the general public, typically on a weekly or occasional basis.

*Fence.* An artificially-constructed barrier of any material or combination of materials erected to enclose or screen an area of land. An open fence is one that is composed of at least fifty (50) percent open spaces and no more than fifty (50) percent solid materials. This includes wrought iron style or tubular steel fences. Solid fences are those that obstruct the view of objects on either side and may be made of masonry, wood, or other materials.

*Feasible.* Capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.

*Feed yard.* A tract of land, structure, pen or corral, wherein cattle, horses, sheep, goats and swine are maintained for the purpose of fattening for final shipment to market.

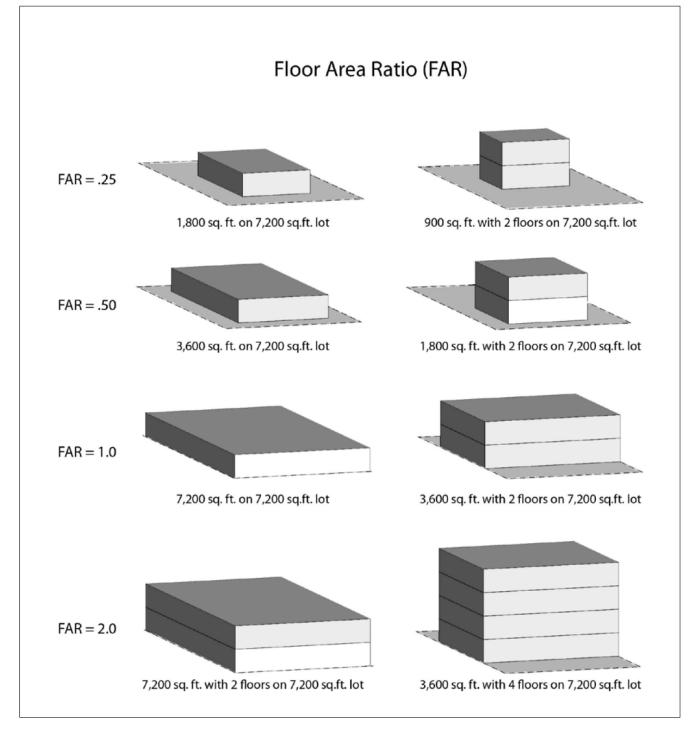
*Financial institution.* A bank, trust company, finance company, mortgage company, investment company or similar institution.

*Firearms.* Includes rifles, shotguns, revolvers, pistols, or any other device designed to be used as a weapon from which a projectile is expelled by the force of any explosion or other form of combustion. The frame, body and/or receiver also constitute firearms. (Certain provisions in the Penal Code also consider firearms to include rockets, rocket propelled projectile launcher, or similar devices containing explosive or incendiary material. See California Penal Code Sections 12001, 12025, and 12031.)

*Flea market.* A building or open space area where individual sellers offer goods, new and used for sale to the public.

*Floor area.* The total floor area in a building (including basements, mezzanines, interior balconies, and upper stories or levels in a multistory building) unless otherwise stipulated; e.g., "ground" floor area.

*Floor area ratio (FAR).* The ratio of the total floor area of all buildings on a lot to the lot area.



*Food and beverage retail sales.* Retail sales of food and beverages for off-site preparation and consumption. Typical uses include food markets, convenient markets, groceries, liquor stores, and retail bakeries.

*Food processing plant.* A facility that combines, processes, packages, and ships food from an enclosed or primarily enclosed warehouse.

Foot-candle. See lighting terms.

*Footprint.* The horizontal area, as seen in plan view, of a building or structure, measured from the outside of exterior walls and supporting columns, and excluding eaves.

*Foster group home.* A household in which orphaned or delinquent children are placed typically by a social-service agency. See group home.

*Freight/truck terminals and warehouses.* Facilities for local or worldwide freight, courier, local messenger, and postal services by truck or rail.

*Frontage, street (frontage, lot).* That portion of a lot or parcel of land that borders a public street. "Street frontage" shall be measured along the common lot line separating said lot or parcel of land from the public street, highway, or parkway.

*Funeral parlors and mortuaries.* An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human dead and conducting memorial services. Typical uses include a crematory, columbarium, mausoleum, or mortuary.

*Garage.* A building or portion of a building that is enclosed and roofed and designed for the storage of motor vehicles.

*Garage sale.* Sale of secondhand items on private premises occupied for residential purposes. Includes yard sale, rummage sale, patio sale, estate sale, or any other sale offering personal property and similarly conducted on property occupied for residential purposes.

Gas station. A retail establishment at which vehicles are fueled.

General Plan. The general plan of the City of Coalinga, including all of its elements.

*Glare.* The effect produced by a light source within the visual field that is sufficiently brighter than the level to which the eyes are adapted, such as to cause annoyance, discomfort or loss of visual performance and ability.

*Golf courses and country clubs.* Golf courses, and accessory facilities and uses including: clubhouses with bar and restaurant, locker and shower facilities; driving ranges; shops for on-site sales of golfing equipment; and golf cart storage and sales facilities. Please refer to <u>Section 9-5.111</u>, Golf Courses and Country Clubs.

*Government offices.* Administrative, clerical, or public contact offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment (See utilities, major).

*Grocery store.* A business primarily for the selling of food products.

*Gross leasable area.* The total floor area for which a tenant pays rent and that is designed for the tenant's occupancy and exclusive use, including any basements and mezzanines.

Ground floor. The first floor of a building other than a cellar or basement.

*Group home.* Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, correctional facilities, dormitories, foster group homes, and private residential clubs but excludes hotels and motels, and residential care facilities. All facilities that require State licensing are required to obtain the respective State licenses prior to the start of operations. Individual zoning districts have additional regulations. See Chapter 2.

Group quarters. See group home.

Group residential. See group home.

*Guest house.* Detached living quarters of a permanent type of construction and without kitchen or cooking facilities, for the use of which no compensation in any form is received or paid.

*Guest room.* A room for the overnight accommodation of travelers for which compensation is received.

*Handicraft/custom manufacturing.* Manufacture of crafts, art, sculpture, stained glass, jewelry, apparel, and similar items using hand tools and small mechanical devices.

*Hazardous materials.* Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

*Hazardous waste management facility.* A facility that stores, treats, or disposes of refuse designated as hazardous waste(s) by the Hazardous Waste Control Law (Health and Safety Code, Division 20, Chapter 6.5). Hazardous waste management facilities must be permitted or granted authorization to operate from the California Department of Toxic Substances Control.

*Health club.* A facility that includes, but is not limited to: game courts, exercise equipment, locker rooms, a pool and a sauna.

*Heat.* Thermal energy of a radioactive, conductive, or convective nature.

*Hedge.* A row of closely planted shrubs or low growing trees forming a fence or boundary.

*Height.* The vertical distance from the highest point of any structure to the ground level directly below. See also <u>Section 9-4.205</u>, Heights and Height Exceptions.

*Highway.* A major through street for vehicular travel. "Highway" includes street, connecting regional destinations.

*Home business.* See home occupations.

*Home occupations.* Any occupation conducted by a resident, entirely within a dwelling, where the use is clearly incidental and secondary to the residential use of the structure, and does not change the residential character of the neighborhood. See <u>Section 9-5.113</u>, Home Occupations.

*Hospitals and clinics.* State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons. This classification includes facilities for inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees. This classification excludes veterinaries and animal hospitals (see animal care, sales, and services) and medical marijuana dispensaries.

*Hotels and motels, establishments offering lodging to transient patrons.* These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This classification includes motor lodges, motels, hostels, extended-stay hotels, and tourist courts, but does not include rooming houses, boarding houses, or private residential clubs.

*Household.* A group of persons, which can include the members of a family, living together in a single dwelling unit, with common access to, and common use of, all living and eating areas and all areas and facilities for the preparation and storage of food within the dwelling unit.

Housekeeping unit. See household.

*Illegal use.* Any use of land or building that does not have the currently required permits and was originally constructed and/or established without permits required for the use at the time it was brought into existence.

Industry, general. Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; food and beverage processing; textile mills; production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; recycling materials processing facilities in which post-consumer materials are sorted, condensed, baled, or transformed; and automotive, ship, aircraft, and heavy equipment manufacturing.

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

*In-lieu fees.* A cash payment required as a substitute for a dedication and/or improvement of land by an owner or developer of property.

*Instructional services.* Establishments that offer specialized programs in personal growth and development such as music, vocal, fitness and dancing instruction.

*Intensity of use.* The impacts a particular use or the use in combination with other uses has on its surroundings or on its demand for services and natural resources. Measures of intensity include but are not limited to requirements for water, gas, electricity, or public services; number of automobile trips generated by a use; parking demand; number of employees on a site; hours of operation; the amount of noise, light or glare generated; the number of persons attracted to the site, or, in eating establishments, the number of seats.

Intermediate care facility. See residential care facility.

Intersection, street. The area common to two (2) or more intersecting streets.

*Junkyard.* A lot used for the sale or storage of junk, including scrap metals, salvage or other materials, or for the dismantling or wrecking of automobiles or other vehicles or machinery, whether for sale or storage.

*Kitchen.* Any room or space within a building intended to be used for the cooking or preparation of food.

*Landscaping.* The planting, configuration and maintenance of trees, ground cover, shrubbery and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), earth patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

# Landscaping terms.

*Automatic controller.* A mechanical or solid state timer, capable of operating valve stations to set the days and length of time of a water application.

*Backflow prevention device.* A safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

*Anti-drain or check valve.* A valve located under a sprinkler head or other location in the irrigation system to hold water in the system and prevent drainage from sprinkler heads when the system is off.

*Controller.* An automatic timing device used to remotely control valves to set an irrigation schedule.

*Emitter.* A drip irrigation fitting emission device that delivers water slowly from the system to the soil.

*Hydrozone.* A portion of the landscaped area having plants with similar water needs.

*Irrigation efficiency.* The measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices.

*Operating pressure.* The pressure at which an irrigation system is designed by the manufacturer to operate.

*Overspray.* The water which is delivered beyond the landscaped area and causes overland flow during irrigation events onto non-targeted areas such as, pavements, walks and structures.

*Runoff.* Water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area.

*Library.* A building containing books and other media for public use.

*Light fleet-based services.* Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three (3) or more vehicles with rated capacities less than 10,000 lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, ambulance services, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses. This classification does not include towing operations (See automobile/vehicle sales and service, towing and impound) or taxi or delivery services with two (2) or fewer fleet vehicles on-site (See business services).

*Liquor.* Alcoholic beverages including but not limited to: all types of beer, wine, and distilled spirits or fruit juices containing at least one-half (½) of one percent or more of alcohol by volume.

# Lighting Terms.

*Foot-candle.* A quantitative unit of measure for luminance. one foot-candle is equal to the amount of light generated by one candle shining on one square foot surface located one foot away. Equal to one lumen uniformly distributed over an area of one square foot.

*Light fixture.* The assembly that holds a lamp and may include an assembly housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirrors, and a refractor or lens.

*Light fixture cutoff.* Light fixtures are classified as full cutoff, cutoff, semi-cutoff, or non-cutoff according to the most recent adopted criteria of the Illuminating Engineering Society of North America (IESNA). The four (4) IESNA classifications are defined as follows (IESNA 2000):

*Full cutoff.* The luminous intensity (in candelas) at or above an angle of ninety (90) degrees above nadir is zero (0), and the luminous intensity (in candelas) at or above a vertical angle of eighty (80) degrees above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire.

*Cutoff.* The luminous intensity (in candelas) at or above an angle of ninety (90) degrees above nadir does not numerically exceed two and one-half (2.5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty (80) degrees above nadir does not numerically exceed ten (10) percent of the luminous flux (in lumens) of the lamp or lamps in the luminous in the luminary.

*Semi-cutoff.* The luminous intensity (in candelas) at or above an angle of ninety (90) degrees above nadir does not numerically exceed five (5) percent of the luminous flux (in lumens) of the lamp or lamps in the luminary, and the luminous intensity (in candelas) at or above a vertical angle of eighty (80) degrees above nadir does not numerically exceed twenty (20) percent of the luminous flux (in lumens) of the luminous in the luminary.

*Non-cutoff.* There is no candela limitation in the zone above maximum candela.

*Shielded fixture.* Outdoor light fixtures shielded or constructed so that light rays emitted by the lamp are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted.

*Live/work unit.* A building specifically designed to accommodate both a residence and the business activity of the resident in a single ownership or rental unit.

*Lodge.* A facility used by an association of persons, whether incorporated or not, united by some common interest, meeting periodically for cooperation or conviviality. See also club.

*Long-term parking.* A situation in which a vehicle is not normally moved during the period of an employee's work shift, as opposed to customer or visitor parking.

*Lot.* A parcel, tract, or area of land whose boundaries have been established by a legal instrument such as a recorded deed or a recorded map. A lot constitutes a legal entity for purposes of transfer of title, except public easements or rights-of-way.

Lot area. The total area circumscribed by the boundaries of a lot, excluding any street rights-of-way.

*Lot coverage.* The portion of a lot that is covered by structures, including principal and accessory buildings, garages, carports, and roofed porches, but not including unenclosed and unroofed decks, landings, patios, or balconies. See also <u>Section 9-4.102</u>, Determining Lot Area and Coverage.

*Lot depth.* The average distance between the front and rear lot lines, measured at a right angle to the front lot line. See also <u>Section 9-4.104</u>, Measuring Lot Width and Depth.

Lot frontage. See frontage, street.

Lot line. A property line separating adjoining properties or a property from an adjoining right-of-way.

## Lot line types.

*Front lot line.* The lot line that is immediately next to a street or public right-of-way. For corner lots, the shortest side fronting a public street is considered the front lot line regardless of which street is used for vehicle or pedestrian access, or street address.

Interior lot line. Any lot line that is not adjacent to a street.

*Rear lot line.* The lot line that is opposite and most distant from the front lot line. Where no lot line is within forty-five (45) degrees of being parallel to the front lot line, a line ten (10) feet in length within the lot, parallel to and at the maximum possible distance from the front lot line, will be deemed the rear lot line for the purpose of establishing the minimum rear yard.

*Side lot line.* Any lot line that is not a front or rear lot line.

*Street side lot line.* A side lot line of a corner lot that is adjacent to a street.

Lot types.

*Lot, corner.* A lot or parcel situated at the intersection of two (2) or more streets that have an angle intersection measured within said lot or parcel of not more than 135 degrees.

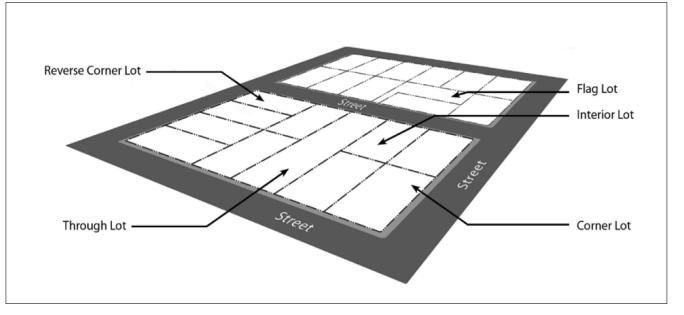
*Lot, reverse corner.* A corner lot, the rear of which abuts the side of another lot, and its side lot line being substantially a continuation of the front lot line of the lot directly to its rear.

*Lot, flag.* A lot which has as its primary legal access from the highway through a narrow strip of land not suited for the typical subdivision development standards.

Lot, interior. A lot or parcel of land other than a corner or flag lot.

*Lot, through.* An interior lot having frontage on two (2) parallel or approximately parallel streets.

Figure 1.2



*Lot width.* The distance between the side lot lines, measured at a right angle to the lot depth at the midpoint of the lot depth line. See also <u>Section 9-4.104</u>, Measuring Lot Width and Depth.

Lounge. See eating, drinking and smoking establishments.

*Maintenance and repair of structures.* The repair or replacement of nonbearing walls, fixtures, wiring, roof or plumbing that restores the character, scope, size or design of a structure to its previously existing, authorized, and undamaged condition.

*Maintenance and repair services.* The on-site maintenance or repair of office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see automotive sales and services) and personal apparel (See personal services).

*Manufactured home.* A structure constructed on or after June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Manufactured home" includes any structure that meets all the requirements of this paragraph and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974. (42 U.S.C. 5401, et seq.)

Modular home. See manufactured home.

*Manufacturing plant.* A facility used for making, preparing, treating or finishing goods or substances.

*Medical clinic.* A building where two (2) or more members of the medical profession including but not limited to: dentists, chiropractors, osteopaths, and physicians who provide diagnosis and treatment to the general public without overnight accommodations.

*Medical office.* A building used by medical professionals including but not limited to: dentists, chiropractors, osteopaths, and physicians.

*Medical marijuana dispensary.* See <u>Title 5</u>, Chapter 15 of the Coalinga Municipal Code.

*Mini market.* A store selling a small variety of grocery and sundry items, including drinks and prepared food, primarily for convenience shopping.

Mini storage facility. A facility for the storage of personal or business property of customers.

*Mobile home.* A structure constructed prior to June 15, 1976 in compliance with state standards in effect at the time of construction, is transportable in one or more sections, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18010 of the Health and Safety Code.

*Mobile home parks.* Mobile housing in a planned development with common area amenities. Spaces for mobile homes may be rented, leased or owned through a subdivision, cooperative, condominium or other form of resident ownership.

*Mobile vendor.* Any person that sells, or causes or allows another, whether as an employee or as an independent contractor leasing or renting equipment, to sell any food, drinks or merchandise on any street, sidewalk, alley, or other public right-of-way, by means of a stand, wagon, pushcart, handcart, bicycle, motorized cart or other vehicle, or from a basket or other container carried on a person. Mobile vendors must obtain a business license from the City of Coalinga prior to the start of business operations. Mobile Vendor shall not mean any person operating under a concession agreement or other agreement with the city as a party to the agreement. A mobile vendor is different from a peddler, who visits private residences to sell goods, as defined and regulated in <u>Title 5</u>, Chapter 9 of the Coalinga Municipal Code.

*Mobile vendor vehicle.* A truck, push-cart, bicycle, hand-cart, van, wagon, automobile, car, stand, table, or any other apparatus or device used by mobile vendors to sell their food, drinks or merchandise. Mobile vendor vehicle shall not include delivery vehicles used to transport food or drink from a store having a valid food permit to a customer's home or a vehicle transporting food or drink from a wholesale establishment to a retail outlet.)

*Motel or hotel.* A building containing guest rooms for the accommodation of travelers staying less than thirty (30) days.

*Multiple-family residential.* Two (2) or more dwelling units on a lot. Types of multiple family dwellings include duplexes, garden apartments, senior housing developments, and multi-story apartment buildings.

*Night club.* See eating, drinking and smoking establishments.

Noise terms.

*Ambient noise level.* The composite of noise from all sources excluding an alleged offensive noise. In this context, the ambient noise level represents the normal or existing level of environmental noise at a given location for a specified time of day or night.

*Decibel.* A unit for measuring the amplitude of a sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micropascals.

*Mobile noise source.* Any noise source other than a fixed noise source.

*Noise.* Any sound that annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

*Noise level reduction (NLR).* The difference in decibels of noise level from the outside of a building to the interior of a building, generally resulting from various construction methods and the materials used in walls, windows, ceilings, doors, and vents of a building.

*Nonconforming lot, sign, structure, or use.* A lot, sign, structure, or use that was lawfully established before the effective date of the Zoning Ordinance or any amendment thereto, but does not conform to the present regulations or requirements of the Zoning Ordinance. A nonconforming building or use is deemed illegal if it did not lawfully exist on the effective date of applicable sections of the Zoning Ordinance.

*Nuisance.* Anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use and enjoyment of property, or a violation of this Zoning Ordinance.

*Nurseries and garden centers.* Establishments primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod— that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are stored and sold in packaged form only. This classification includes wholesale and retail nurseries offering plants for sale.

Nursing Home. See residential care facility.

*Occupancy, change in.* A discontinuance of an existing use and the substitution of a use of a different kind or class.

*Office.* A business establishment for rendering of service or administration, but excluding retail sales.

*General offices.* Offices of firms or organizations providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, and legal offices, excluding banks, and savings and loan associations (see banks and financial institutions). This classification also includes offices where medical and dental services are provided by physicians, dentists, chiropractors, optometrists, and similar medical professionals, including medical/dental laboratories within medical office buildings but excluding clinics or independent research laboratory facilities and hospitals (see hospitals and clinics) and medical marijuana dispensaries.

*Walk-in office.* Offices of firms or organizations providing services to the public that rely on pedestrian activity and constant visits by clients, including real estate offices, landlord-tenant services, credit counseling, and financial tax services.

*On-site loading facilities.* A site or portion of a site devoted to the loading or unloading of motor vehicles or trailers, including loading berths, aisles, access drives, and landscaped areas.

On-Site. Located on the lot that is the subject of discussion.

#### Open space types.

*Private open space.* Open areas for outdoor living and recreation that are adjacent and directly accessible to a single dwelling unit, reserved for the exclusive use of residents of the dwelling unit and their guests.

*Common open space.* Areas for outdoor living and recreation that are intended for the use of residents and guests of more than one dwelling unit.

*Usable open space.* Outdoor areas that provide for outdoor living and/or recreation for the use of residents.

*Opposite.* Across from or across the street from.

*Outdoor storage.* The keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours, except for the keeping of building materials reasonable required for construction work on the premises pursuant to a valid and current building permit issued by the City.

*Outdoor seating area.* An area on public space, street, plaza, or on private commercial property not within a building, for dining, drinking, resting or socializing.

*Owner.* Any person owning property, as shown on the last County equalized assessment roll for property taxes or the lessee, tenant or other person having control or possession of the property.

*Park.* A publically owned open space providing a wide range of facilities and activities. Larger parks serve the entire city, whereas smaller parks tend to serve nearby neighborhoods.

*Park and recreation facilities, public.* Parks, playgrounds, fairgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification also includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, botanical gardens, as well as related food concessions or community centers within the facilities.

*Parking facility.* An area used for the temporary parking or storage of motor vehicles which has adequate access to streets by means of driveways, aisles or maneuvering areas; a parking garage. See Chapter 4, Article 3, Off Street Parking and Loading.

*Parking, public or private.* Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering parking to the public for a fee when such use is not incidental to another activity.

Parking space. A usable space on a lot for the parking of one motor vehicle.

*Pay telephone.* A public telephone which requires a pre-payment to use. Often located in public and sheltered by a privacy hood.

Pawn shop. A shop that lends money in exchange for personal property.

*Permit.* Any Zoning Certificate, Conditional Use Permit, Temporary Use Permit, Building Permit, license, certificate, approval, or other entitlement for development and/or use of property as required by any public agency.

*Permitted use.* Any use allowed in a Zoning District without a requirement for approval of a Conditional Use Permit, but subject to any restrictions applicable to that Zoning District.

*Person.* Any individual, firm, association, organization, partnership, business trust, company, or corporation.

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

*Personal storage facility.* A facility offering the rental service of rooms, lockers, and/or containers to individuals or organizations for the storage of goods.

*Persons with disabilities.* Persons who have a medical, physical, or mental condition, disorder or disability as defined in California Government Code Section 12926, that limits one or more major life activities.

Place of worship. See "religious facilities".

*Plan line.* An officially adopted line denoting the future location of the edge of a right-of-way.

*Planned development.* An application for development that allows for a diversification of development standards, buildings, structures and open space that promotes unified planning and development with a higher standard of amenities, and subject to the provisions of Chapter 3, Article 5, Planned Development District.

*Pre-existing.* In existence prior to the effective date of this Zoning Ordinance or its applicable section.

*Preservation of natural resources.* Preservation of plant and animal life; ecological and scientific study; flood control channels, spreading grounds and settling basins; rivers, streams, lakes and watershed.

*Prison.* A facility that is designed and built for the incarceration of persons convicted of criminal offenses.

Professional office. A building used primarily for conducting the affairs of non-medical professionals.

*Project.* Any proposal for a new or changed use or for new construction, alteration, or enlargement of any structure, that is subject to the provisions of this title. This term also refers to any action that qualifies as a "project" as defined by the California Environmental Quality Act.

*Public safety facilities.* Facilities providing public-safety and emergency services, including police and fire protection and emergency medical services, with incidental storage, and maintenance facilities.

*Public Works Director.* The public works director is the city manager or his or her designee, responsible for the operation and maintenance of the City of Coalinga's public works and utilities.

*Qualified applicant.* The property owner, the owner's agent, or any person, corporation, partnership or other legal entity that has a legal or equitable title to land that is the subject of a development proposal or is the holder of an option or contract to purchase such land or otherwise has an enforceable proprietary interest in such land.

*Reasonable accommodation.* This refers to the Housing Element statute under California Government Code 65583(c)(3) to remove constraints and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.

*Recreational vehicle.* Any travel trailer or other vehicular portable structure without permanent foundation, designed to be towed, hauled, driven, and used as a temporary occupancy for travel or recreational use, including, but not limited to travel trailers (including those which telescope or fold down), chassis-mounted campers, tent trailers, slide-in campers, converted buses and converted vans, and self-propelled motorhomes. See <u>Section 7-6.102</u> of the City of Coalinga Municipal Code.

*Recycling facility.* A facility for receiving, temporarily storing, transferring and/or processing materials for recycling, reuse, or final disposal. A certified recycling facility or certified processor means a recycling facility certified by the California Beverage Container Recycling and Litter Reduction Act. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. This use type does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

*Reverse vending machine.* An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.

*Recycling collection facility.* An incidental use that serves as a neighborhood drop off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on-site.

Recycling processing facility. Facilities that receive, sort, store and/or process recyclable materials.

*Recreation areas.* Parks, playgrounds and related buildings; pedestrian, equestrian and bike and other trails.

Redevelopment agency. See City of Coalinga Successor Agency.

*Religious facilities.* A facility for religious worship and incidental religious education and offices, including churches, temples, and other facilities used primarily for religious services or activities. This classification excludes residential homes, and private schools for primary or secondary education (which also may be available for temporary use by the general public or civic, cultural, or educational organizations).

*Rescission.* The City's unilateral unmaking of an approval for a legally sufficient reason, such as applicant's material breach of a condition.

*Residence.* A building or portion thereof designed and used exclusively for long-term residential occupancy, including single houses, duplexes, triplexes, live-work studios, apartments, and condominiums, but not including hotels, motels, or boardinghouses.

*Residence, single family.* A building containing not more than one kitchen, designed for household; a detached house.

*Residence, duplex.* A building containing not more than two (2) kitchens designed and/or used to house two (2) independent households, each with a private entrance.

*Residence, triplex.* A building containing not more than three (3) kitchens designed and/or used to house three (3) independent households, each with a private entrance.

*Residence, multiple.* A building or portion thereof, used and designed as a residence for four (4) or more independent households, with each unit containing its own kitchen and accessed separately from the other units, although a common hallway may be used for access within the building.

*Residential care facilities.* Facilities that require a State license or are State licensed and provide twentyfour (24) hour non-medical care and supervision for six (6) of fewer persons, or seven (7) or more persons, in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living, excluding the licensee or members of the licensee's family or persons employed as facility staff. State law requires that such facilities for six (6) or fewer persons to be permitted by right in districts where singlefamily dwelling units are permitted. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit.

This classification includes facilities for intermediate health care, developmentally disabled care, care of chronically ill individuals, care of the elderly, and the care of persons in need of personal services, therapy, supervised drug detoxification treatment or assistance essential for sustaining the activities of daily living or for the protection of the individual with only limited medical care not involving a physician residing on the premises, and with no surgery or other similar activities such as are customarily provided in hospitals. Such uses shall include facilities defined by Health and Safety Code Section 1267.8 and any premises licensed as a "long-term health care facility," as that term is defined in Welfare and Institutions Code Section 1418. These facilities can be operated for profit as well as by public or not-for-profit institutions, including hospices, nursing homes, skilled nursing facilities, and convalescent facilities.

This category excludes transitional housing, foster family homes, community service facilities, and any facilities supervised by or under contract with the State Department of Corrections.

*Residential rehabilitation facility.* See group home and residential care facility.

*Rest home.* See residential care facilities.

*Retail sales.* The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores, pet supply stores, small hardware stores, auction houses, and businesses retailing the following goods: books, newspapers, toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, records, sporting goods (firearms are not permitted), tobacco products, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, video rental, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs. This classification includes secondhand stores. This classification excludes medical marijuana dispensaries. All local, County, State and Federal permits must be obtained prior to the start of business operations.

*Right-of-way.* A strip of land acquired by reservation, dedication, covered under prescription or condemnation, and intended to be occupied or occupied by a road, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer or other similar use.

*Salvaging and wrecking.* Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

*Schools, public or private.* Facilities for primary or secondary education, including public schools, charter schools, and private institutions having curricula comparable to that required in the public schools of the State of California.

*Screening.* Screening refers to a wall, fence, hedge, informal planting, or berm, provided for the purpose of buffering a building or activity from neighboring areas or from the street.

*Senior housing unit.* Residential units limited to occupants 55 years of age or more (as defined by Civil Code 51.3).

*Second dwelling unit.* A secondary residence constructed on a lot or parcel of land containing an existing, primary single-family residence. The second dwelling unit may be either attached to or detached from the existing residence, and provides complete and independent living facilities, including permanent provisions for living, sleeping, eating, cooking and sanitation. See <u>Section 9-5.121</u>, Second Dwelling Units.

*Setback.* The area between a property line and a building or structure, which must be kept clear or open. See also <u>Section 9-4.101</u>, Measuring Distances, and Measuring Setbacks. For permitted projections into required setbacks, see <u>Section 9-4.201</u>, Building Projections into Yards. See also yard.

*Setback line.* A line established by this title to govern the placement of buildings or structures with respect to lot lines, streets or alleys.

*Sidewalk.* A paved, surfaced, or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

*Single-family dwelling.* A dwelling unit designed for occupancy by one household, and located on a separate lot from any other unit (except accessory living quarters, where permitted). This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code. See Section 9-5.114, Manufactured Homes.

Detached. A single-family dwelling unit that is not attached to any other dwelling unit.

*Attached.* A single-family dwelling unit, located singly on a lot, but attached through common vertical walls to one or more dwellings on abutting lots. An attached single-family dwelling unit is sometimes referred to as a townhome.

*Single room occupancy.* A residential facility with six (6) or more guest rooms without kitchen facilities in individual rooms, or kitchen facilities for the exclusive use of guests or renters, and which are also the primary residences of the guests or renters. This use type is distinct from a hotel or motel, which is a commercial use.

*Sign.* Every sign, display board, poster, picture, wall graphic, graphic decorative display, map, banner, pennant, balloon, insignia, emblem or other device, with or without lettering, which is intended to advertise or attract the attention of the public, including but not limited to clocks, barber poles and similar devices. Publicly visible signs and graphics that are less than one-half (½) square foot in area, or so small as to be unreadable or unrecognizable by persons with normal eyesight from a distance of more than twenty (20) feet, shall not be considered signs so long as they do not collectively exceed ten (10) square feet in area on a given property.

*Sign, election.* Any sign that is designed, used or intended to induce voters to either pass or defeat a measure appearing on the ballot of any election, or to either elect or defeat a candidate for nomination or election to any public office in any election.

*Sign, feather.* Any sign in the shape of a feather, including feather and teardrop flags, beachwings, swooper signs, and blade signs, whether freestanding or mounted to any surface.

*Sign, freestanding.* Any sign erected on one or more poles or posts or similar uprights which is not a part of any building or structure, other than a structure supporting the sign.

*Sign, projecting.* Any sign, other than a wall sign, which is suspended from or supported by a building or wall and which projects outward there from; also any sign suspended under a marquee, awning, porch, walkway covering, or similar covering structure adjacent to a building.

*Sign, roof.* Any sign erected upon or over the roof or parapet of any building, including the roof of any porch, walkway covering, or similar covering structure, and supported by or connected to the roof or parapet.

*Sign, temporary.* A sign consisting of any material and intended to be displayed for a short period of time, in no event to exceed thirty (30) days.

*Sign twirler.* Also known as sign spinner, sign walker, sign waver, or human billboard. A person who applies an advertisement on his or her person, including holding, wearing, or applying a sign in any form on the human body. This also includes spinning, dancing, and wearing costumes with the sign, in order to attract attention.

*Sign, wall.* Any sign applied to or mounted on the wall or vertical surface of a building or structure, or to the vertical surface of a marquee, awning, porch, walkway covering, or similar covering structure adjacent to a building or structure, in an essentially flat position, with the face of the sign parallel to the plane of the wall or vertical surface, including window signs.

*Sign, window.* Any sign, other than a temporary sign, which is painted on, attached to, or placed or hung adjacent to, either the inside or the outside of a door or window; it does not apply to or include any display of merchandise, products or materials appurtenant to the business conducted on the premises which is not attached or placed adjacent to a window, or to any noncommercial display or exhibit designed to be seen through a window.

*Site.* A lot, or group of contiguous lots, that is proposed for development in accordance with the provisions of this title and is in a single ownership or under unified control.

## Smoking establishments.

*Tobacco bars.* Any business establishment which in whole or in part is dedicated to or includes as part of the business, the smoking of tobacco or other substances. This classification includes cigar lounges, hookah bars/cafés, tobacco cafés/bars, and smoking parlors, but does not include medical marijuana dispensaries.

*Solar farms, or solar photovoltaic power plants.* Includes utility-scale solar energy projects selling power to a utility, with ground-mounted photovoltaic panels, and has a capacity of two (2) megawatts or more.

*Solar power generating equipment and facilities.* Includes solar panels, or solar generating photovoltaic panels at a size and scale suitable for commercial, industrial, and residential buildings. Solar farms, or solar photovoltaic power plants, include utility-scale solar energy projects selling power to a utility, with ground-mounted photovoltaic panels, and has a capacity of one megawatt or more.

*Specialty food store.* A retail store specializing in a specific type or class of foods such as a candy store, gourmet food store or a meat market.

*Specialty retail store.* A retail store specializing in a specific type of merchandise such as imported jewelry or clothing.

*Specific plan.* A plan for a defined area that is consistent with the General Plan and with the provisions of the California Government Code, Section 65450 et seq.

State. The State of California.

*Story.* That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the roof above.

*Street.* A public or private thoroughfare which affords the principal means of access to adjacent property, including avenue, place, way, drive, lane, boulevard, road, and any other thoroughfare except an alley or street as defined in this section.

Street line. The boundary between a street right-of-way and property.

*Structural alteration.* Any change of the supporting members of a building, such as bearing walls, columns, beams or girders, floor joists, ceiling joists, roof rafters, or structural connectors.

Structure.

*Accessory structure.* A subordinate structure, the use of which is incidental to that of the main structure on the same lot.

*Permanent structure.* Anything constructed or erected which requires a fixed location on the ground, or is attached to a building or other structure having fixed location on the ground.

*Primary structure (main structure).* A structure housing the principal use of a site or functioning as the principal use.

*Temporary structure.* A structure without any foundation or footings and which is intended to be removed when the designated time period, activity, or use for which the temporary structure was erected has ceased.

*Successor agency.* Beginning on June 29, 2011, the City of Coalinga acts as the successor agency to the Redevelopment Agency of the City of Coalinga, pursuant to the provisions of Health and Safety Code section 34177, et seq.

Supportive Housing. See transitional and supportive housing.

*Swap meet.* Any indoor or outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by individual licensed vendors, usually in compartmentalized spaces. The term swap meet is interchangeable with and applicable to: flea markets, auctions, open air markets, farmers' markets, or other similarly named or labeled activities; but the term does not include supermarket or department store retail operations. See <u>Section 9-5.124</u>, Swap Meets.

*Swimming pool.* A pool, pond, lake, or open tank or basin capable of containing water to a depth greater than one and one-half (1.5) feet at any point, and for the specific purpose of swimming in.

*Tandem parking.* An arrangement of parking spaces such that one or more spaces must be driven across in order to access another space or spaces.

*Telecommunication facilities.* Please also see <u>Section 9-5.125</u>, Telecommunications Facilities.

Antenna and transmission towers. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures designed to support one or more reception/transmission systems. Examples of transmission towers include, but shall not be limited to, radio towers, television towers, telephone exchange/microwave relay towers, and cellular telephone transmission/personal communications systems towers. Examples of antennas include any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or receiving of electromagnetic radio frequency waves.

*Amateur radio antenna.* Any antenna used to receive or transmit radio signals on the amateur radio bandwidth, as designated by federal regulations.

*Camouflage.* To disguise a wireless facility by incorporating it into the architectural design of a building or structure or by utilizing design and siting techniques that disguise the wireless facility as a structure or object other than a wireless facility, which is either already present in the area or blends in with the existing environment. Examples of camouflage techniques include, but are not limited to, trees, clock towers, bell steeples, light poles and flag poles. The use of mono-pines shall not be considered appropriate camouflage unless integrated into the surrounding landscape with the use of live trees, new or existing structures or other design features.

*Co-location.* The location of two (2) or more wireless communication facilities on a single support structure or otherwise sharing a common location. For the purposes of this title, collocation shall also include the location of wireless communication facilities with other facilities such as water tanks, light standards, and other utility facilities and structures.

*Communication tower.* Any structure that is used to transmit or receive electromagnetic radio frequency waves or that supports such a device.

*Facilities within buildings.* Includes radio, television, or recording studios; telephone switching centers, and call centers; excludes antennae and transmission towers.

*Ground-mounted.* A facility that is fully or partially supported by a platform, framework, pole, or other structural system that is affixed to or placed directly on or in the ground.

*Monopole.* A facility that consists of a single pole structure erected on the ground to support wireless communication antennas and connecting appurtenances.

*Wireless telecommunication facility.* A facility containing communication towers and/or antennas and any related equipment for the purpose of transmitting or receiving electromagnetic radio frequency waves.

*Temporary uses.* The following terms are related to <u>Section 9-5.126</u>, Temporary Uses.

*Garage sales.* The sale or offering for sale to the general public of over five (5) items of personal property on a portion of a lot in a Residential Zoning District, whether inside or outside any building.

*Model homes.* A dwelling built in a subdivision development to allow potential home buyers to view a sample finished product before other homes in the development are completed.

*Outdoor sales, temporary and seasonal.* The sale or offering for sale to the general public of merchandise outside of a permanent structure on property owned or leased by the person, firm, or corporation. These sales are of a limited duration and conducted on an occasional basis, and are secondary or incidental to the principal permitted use or structure existing on the property.

*Theater.* A building or part of a building which is used for the commercial showing of films or presentation of live entertainment.

*Thrift shop.* A shop operated by a charitable organization which sells donated used merchandise.

*Tobacco bars.* See smoking establishments.

Townhouse. See condominium.

*Trailer court.* See mobile home park.

*Transient.* When used to define living accommodations, describes such accommodations when customarily used or furnished for a period of forty-eight (48) hours or less but in no event longer than 30 days.

*Transitional and supportive housing.* Transitional housing and supportive housing are permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone, per Government Code Section 65583(a)(5).

*Transitional housing.* Buildings configured as rental housing developments and operating under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of the assistance.

*Supportive housing.* Housing with no limit on length of stay, occupied by the target population and linked to an onsite or offsite services that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live, and when possible, work in the community.

*Target population.* Persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people. (Government Code Section 65582(g))

*Transportation passenger terminals.* Facilities for passenger transportation operations. This classification includes rail stations, bus terminals, and scenic and sightseeing facilities, but does not include airports or heliports.

*Truck stop.* Any building, premises or land in which or upon which a business, service, or industry involving the maintenance, servicing, storage or repair of commercial vehicles is conducted or rendered including the dispensing of fuel, and the sale of accessories or equipment for trucks and similar commercial vehicles. A truck stop also may include overnight accommodations and restaurants primarily for the use of truck drivers.

*Truck terminal.* A facility used for the maintenance and short-term storage of trucks, or the loading and exchange of cargo.

Unit. See dwelling unit.

*Use.* The purpose for which a site or structure is arranged, designed, intended, constructed, erected, moved, altered, or enlarged for which either a site or a structure is or may be occupied or maintained.

*Use, accessory.* A use that is customarily associated with, and is incidental and subordinate to, the principal use and located on the same lot as the principal use.

Use, primary. A primary or dominant use established, or proposed to be established, on a lot.

Use, nonconforming. See nonconforming use.

*Utilities.* Sewer, gas, electrical, and water systems located and constructed for the purpose of supporting development. Includes major utilities such as plants, stations and facilities for power generation, transfer, materials recovery, treatment of solid waste and wastewater. Also includes minor utilities such as electrical distribution lines, underground water and sewer lines.

*Utilities, major.* Generating plants, electric substations, solid waste collection, including transfer stations and materials recovery (recycling processing) facilities, solid waste treatment and disposal, water or wastewater treatment plants, and similar facilities of public agencies or public utilities.

*Utilities, minor.* Facilities necessary to support established uses involving only minor structures, such as electrical distribution lines, and underground water and sewer lines.

Variance. Permission to depart from the requirements of this title. See Chapter 6, Article 7, Variances.

Variety store. A retail establishment that sells various household items.

*Vehicle.* A device by which any person or property may be propelled, moved or drawn upon a street, except a device moved by human power or used exclusively upon stationary rails or tracks.

*Vehicle storage.* Parking or placing any motor vehicle for a period in excess of three (3) consecutive days, or six (6) days in any calendar year.

*Veterinary hospital or clinic.* A completely enclosed building designed, arranged and intended to be used for the medical treatment and care incidental thereto of animals.

*Vibration.* A periodic motion of the particles of an elastic body or medium in alternately opposite directions from the position of equilibrium.

*Visible.* Capable of being seen (whether or not legible) by a person of normal height and visual acuity walking or driving on a public road.

Visitor accommodations. An establishment offering lodging to travelers. See hotels and motels.

Weekday. Any day, Monday through Friday, that is not a federal, state, or local holiday.

*Wall.* A structural device forming a physical barrier or restraining soil, and supported by a continuous foundation. This definition includes both exterior and interior walls.

*Warehousing and storage.* Storage and distribution facilities without sales to the public on-site or direct public access.

*Chemical, mineral, and explosives storage.* Storage of hazardous materials including but not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, fireworks, and explosives.

*Indoor warehousing and storage.* The storage of general merchandise or refrigerated goods within enclosed buildings. Establishments in this classification provide facilities to store commercial goods, but do not sell the goods they handle. They may provide a range of services related to the distribution of goods, including labeling, breaking bulk, inventory control and management, order entry and fulfillment, price marking and ticketing, and transportation arrangement. However, they always provide warehousing or storage in addition to any logistics services.

*Outdoor storage.* Storage of vehicles or commercial goods in open lots as a primary use.

*Personal storage.* Facilities offering storage for individual use, including mini-warehouses and ministorage.

*Wholesaling and distribution.* Indoor storage and sale of goods to other firms for resale; storage of goods for transfer to retail outlets of the same firm; or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. Wholesalers are primarily engaged in business-to-business sales, but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office.

*Wireless communication tower.* A communication tower used for the transmission of digitized wireless transmissions.

*Yard.* An open space on a lot that is unoccupied and unobstructed from the ground upward, except as otherwise permitted in this title.

*Yard, front.* A yard extending across the entire front of the lot between the side lot lines and measured from the front line of the lot to the nearest permitted line of the building; provided however, that if any official plan line has been established for the street upon which the lot faces, the front yard measurements shall be taken from such official plan line to the nearest permitted line of the building.

*Yard, rear.* A yard extending across the full width of the lot and measured between the rear lot and the nearest line of the main building.

*Yard, side.* A yard between the side line of the lot and the nearest line of the building and extending from the front line of the lot to the rear yard. A street side yard shares a property line with a street right-of-way.

*Zoning Administrator.* The Community Development Director of the City of Coalinga, or his or her designee.

*Zoning District.* A specifically delineated area or district in the city within which regulations and requirements uniformly govern the use, placement, spacing, and size of land and buildings.

(Ord. No. 776, § 1(Exh. A), eff. 9-5-2014)

Sec. 9-5.116. - Mobile vendors.

- (a) Purpose. This section supplements <u>Title 5</u>, Chapter 9, Peddlers and Solicitors, of the Coalinga Municipal Code by defining the standards of vehicles used for mobile vending or peddling and operational regulations.
- (b) The following standards shall apply to all mobile vendors operating in Coalinga:
  - (1) Vending from any vehicle shall not be permitted within 100 feet of any intersection of two (2) or more public streets. The vending vehicle operator shall comply with parking signs, curb markings and other traffic and parking restrictions at all times.
  - (2) No mobile vendor shall stand, stop or park within 1,000 feet of the property line of any public or private school intended to educate individuals eighteen (18) years of age or younger between the hours of 7:00 a.m. and 7:00 p.m. on days when school is in session.
  - (3) No vending vehicles are permitted in the Open Space Zoning District, or any park, unless a permit is first obtained from the City. Vending vehicles that are over twenty (20) feet long, or have a kitchen, are not permitted in the Residential Zoning Districts. Vending vehicles less than twenty (20) feet long are permitted in the Residential Zoning Districts.

- (4) Vending from any vehicle shall be limited to ten (10) minutes in any one location, and the vehicle must be moved a distance of not less than 400 feet between consecutive stops at which vending occurs. Once a vehicle has moved from a vending location, it may not return to that location for at least twenty-four (24) hours.
- (5) Vending vehicles shall not be parked, stopped, or left standing in any manner which blocks or impedes vehicular access to any driveway or restricts the free movement of other vehicles upon any street.
- (6) Vending vehicle operators shall not conduct business in any congested area where their operation might impede or inconvenience the public.
- (7) Vending vehicle operators shall pick up and deposit in the trash receptacle on the vehicle any paper, cups, wrappers, litter or other refuse from the vehicle and which has been left or abandoned on any public property. No street vendor or operator shall dispose of any trash or refuse in any public or private trash receptacle other than one owned or under the control of the operator.
- (8) Vending shall not be permitted directly to persons in other vehicles or from other than the curb side of the vending vehicle.
- (9) All mobile vendors, or operators of vending vehicles, which sell items within the City of Coalinga, shall secure a Business License from the City prior to the start of business operations.
- (10) All vending vehicles shall possess and display a valid permit issued by the Health Department.

(Ord. No. 776, § 1(Exh. A), eff. <u>9-5-2014</u>)

Sec. 9-5.126. - Temporary uses.

- (a) Temporary uses shall be located, developed, and operated in compliance with the standards of this section.
  - (1) *General.* A temporary use is ancillary to the principal Use Permitted on a lot, but is intended to operate only for a limited period of time. Unless otherwise specified, temporary uses shall require a Temporary Use Permit issued in accordance with Chapter 6, Article 6, Temporary Use Permits.
  - (2) *Carnivals, fairs and festival events.* Carnivals, fairs, and festival events in connection with an existing commercial use or in conjunction with an activity of a civic organization, church, lodge, public or private school, or other such group or organization are permitted in accordance with the following standards:
    - a. *Location.* Carnivals, fairs, and festival events are limited to areas within commercial or employment districts, or on property owned by a public or private school.
    - b. *Time limit.* When located adjacent to a Residential district, the hours of operation shall be limited to 8:00 a.m. to 9:00 p.m.

c.

*Duration.* Carnivals, fairs, and festival events are limited to no more than ten (10) consecutive days four (4) times a year. A more limited duration may be established through the Temporary Use Permit process in order to prevent the use from becoming a nuisance with regard to the surrounding neighborhood or the city as a whole.

- d. *Existing parking.* Where such a use is proposed within a developed parking lot, the available parking shall not be reduced to less than seventy-five (75) percent of the minimum number of spaces required by Chapter 4, Article 3, On-Site Parking and Loading.
- (b) *Garage sales.* A garage or yard sale may be permitted on any developed lot occupied for residential purposes, in accordance with the following standards:
  - (1) Garage sales are limited to no more than three (3) consecutive days four (4) times a calendar year, and no more than once a month per property. Garage sales are limited to 7:00 a.m. to 5:00 p.m..
  - (2) No outdoor storage shall be allowed. All sale items shall be removed from public view at the end of each sale date.
  - (3) All merchandise to be sold shall be displayed on a private lot and not within the public right-of-way.
  - (4) All signs used in connection with advertising a garage sale shall comply with the following standards. The City is authorized to remove garage sale signs that are not in compliance with the following standards:
    - a. No more than one sign shall be posted on the premises of the garage sale, and shall not exceed six (6) square feet in area.
    - b. No more than two (2) freestanding signs may be posted off-site, subject to the written permission of the property owner on whose property the sign may be placed. Each off-site sign shall not exceed six (6) square feet in area. No sign shall be affixed to utility poles, street sign poles or similar public facilities.
    - c. All signs shall be removed within twenty-four (24) hours of the conclusion of the garage sale.
- (c) *Model homes.* Model homes with sales offices and temporary information/sales trailers in new residential subdivisions are subject to the following requirements. No planning approval is necessary for a model home.
  - (1) *Time limits.* A temporary information/sales trailer may be used during the construction of the model homes for a maximum period of six (6) months or completion of the first phase, whichever occurs first.
  - (2) *Location of sales.* Real estate sales conducted from a temporary sales office are limited to sales of lots within the subdivision.
  - (3) *Return to residential use.* Prior to the sale of any of the model homes as a residence, any portion used for commercial purposes will be converted to its intended residential purpose.
  - (4) Term of use. The model home may be established and operated for a term period of three (3) years or until completion of the sale of the lots or residences, whichever comes first. One year extensions may be approved by the Community Development Director until the sale of all

lots/residences is completed.

- (d) Temporary and seasonal outdoor sales. Temporary and seasonal outdoor sales include but are not limited to grand opening events, business closing sales, temporary automobile sales, and other special sales events. Temporary and seasonal outdoor sales may be permitted in accordance with the following standards.
  - (1) *General requirements.* Temporary outdoor sales on private property in non-residential districts shall be subject to the following standards:
    - a. Temporary outdoor sales shall be part of an existing business on the same site. Items on sale shall only include items permitted for sale on the property. Temporary automobile sales are limited to the CR district.
    - b. Sales events shall be conducted solely on private property and not encroach within the public right-of-way.
    - c. Temporary outdoor sales are limited to four (4) consecutive days six (6) times a year. No site shall be used for such an activity for more than ten (10) days in any calendar month. A more limited duration may be established through the Temporary Use Permit process in order to prevent the use from becoming a nuisance with regard to the surrounding neighborhood or the city as a whole.
    - d. When located adjacent to a residential district, the hours of operation shall be limited to 8:00 a.m. to 9:00 p.m. Items shall be completely removed at the close of business each day.
    - e. The entire area used for temporary outdoor sales, including display, sales, circulation and parking, shall be paved per City standards.
    - f. Location of the displayed merchandise shall not disrupt the normal circulation of the site, nor encroach upon driveways, pedestrian walkways, or required landscaped areas, or obstruct sight distances or otherwise create hazards for vehicle or pedestrian traffic.
    - g. Where such a use is proposed within a developed parking lot, the available parking shall not be reduced to less than seventy-five (75) percent of the minimum number of spaces required by Chapter 4, Article 3, On-Site Parking and Loading.
  - (2) *Seasonal sales.* The annual sale of holiday related items such as Christmas trees, pumpkins and similar items is permitted in accordance with the following standards:
    - a. *Time period.* Seasonal sales associated with holidays lasting three (3) days up to a month, are permitted one month preceding and one week following the holiday. Christmas tree sales are permitted from Thanksgiving Day through December 31st.
    - b. *Goods, signs and temporary structures.* All items for sale, as well as signs and temporary structures, shall be removed within ten (10) days after the end of sales, and the appearance of the site shall be returned to its original state.
    - c. *Non-profit fund raising.* Fund raising sales by a non-profit organization are limited to no more than seven (7) consecutive days, twelve (12) times a year.

- (e) *Long term special events and sales.* Other special events, outdoor sales, and displays that range from three (3) consecutive days to no more than three (3) months, may be permitted in accordance with the following standards:
  - (1) Location. Events are limited to non-residential district.
  - (2) *Number of events.* Long term special events and sales are limited to no more than two (2) per year.
  - (3) *Existing business.* Temporary outdoor sales shall be part of an existing business on the same site.
  - (4) *Signs.* Outdoor uses may include the addition of one nonpermanent sign up to a maximum size of four (4) square feet in area, subject to Chapter 4, Article 5, Signs.
- (f) *Temporary farming.* Temporary farming may be permitted in areas that are primarily zoned residential, and shall be in accordance with the following standards:
  - (1) *Area.* Temporary farming shall require a lot with a minimum area of twenty (20) acres.
  - (2) *Setbacks.* Setback from adjacent non-agriculturally-zoned property shall be thirty (30) feet.
  - (3) *Duration.* Temporary farming activity is limited to no more than five (5) years.
  - (4) *Crop types.* Row crops or pasture crops are allowed. Orchards and trees crops are prohibited.
  - (5) Animal keeping. Consistent with Zoning Code <u>Section 9-5.104</u>.
  - (6) Machinery operation. Hours for the use of machinery shall be limited to all days of the week from 7:00 a.m. to 10:00 p.m. unless approved by the City Manager. The request must be made in writing one week before anticipated activity.
  - (7) *Pesticide use.* Consistent with California's Department of Pesticide Regulation and Fresno County Agricultural Commissioner's regulations.
  - (8) Irrigation. Temporary farming shall use water from an existing well, and/or available, permitted, reclaimed water such as recycled wastewater. Wells shall have a sound barrier installed to reduce nuisance noise generated from the motor if it exceeds the decibel level acceptable in a residentially zoned district. If a sound barrier is required, the plan shall be reviewed and approved by the Community Development Director.
  - (9) *Construction of new wells.* The construction of new wells is strictly prohibited.
  - (10) Temporary storage. Consistent with Zoning Code Section 9-4.208.
  - (11) *Temporary or seasonal retail sales.* May be allowed in accordance with standard for Temporary and Seasonal Outdoor Sales, Zoning Code <u>Section 9-5.126</u>.
  - (12) *Performance standards.* Consistent with all standards set forth in Chapter 2, Article 2.
  - (13) *Dust reduction.* Dust must be minimized through the use of continued water application, reduced vehicular speeds and avoiding tilling on windy days.
  - (14) *Caretaker.* There shall be allowed one caretaker per operation.

(Ord. No. 776, § 1(Exh. A), eff. 9-5-2014)

Sec. 9-6.601. - Purpose.

This chapter establishes a process for review and approval of certain uses that are intended to be of limited duration of time and will not permanently alter the character or physical facilities of the site where they occur.

(Ord. No. 776, § 1(Exh. A), eff. 9-5-2014)

## Sec. 9-6.602. - Applicability.

Temporary Use Permit approval is required for temporary uses as described in <u>Section 9-5.126</u>, Temporary Uses. The Community Development Director may refer an application for a Temporary Use Permit to the Planning Commission if the he or she finds that the temporary use may have significant and detrimental impacts to surrounding land that warrant Planning Commission review.

(Ord. No. 776, § 1(Exh. A), eff. 9-5-2014)

## Sec. 9-6.603. - Procedures.

- (a) Application. Any person may apply to the Community Development Director for approval of a temporary use not less than forty-five (45) days before the use is intended to begin in accordance with the provisions in Article 1, Administrative Procedures, of this chapter.
- (b) *Determination.* Within ten (10) days of accepting an application for a Temporary Use Permit as complete, the Community Development Director shall render a written decision.

(Ord. No. 776, § 1(Exh. A), eff. 9-5-2014)

Sec. 9-6.604. - Required findings.

- (a) The Community Development Director may approve an application for a Temporary Use Permit to allow a temporary use for a period of time, only upon making all of the following findings:
  - The proposed use conforms to the allowed temporary uses in each Zoning District, as described in Chapter 2 of this title.
  - (2) The proposed use will not unreasonably affect adjacent properties, their owners and occupants, or the surrounding neighborhood, and will not in any other way constitute a nuisance or be detrimental to the health, safety peace, comfort, or general welfare of persons residing or working in the area of such use or to the general welfare of the City;
  - (3) The proposed temporary use or event is in full compliance with requirements of other agencies and has obtained all necessary permits, including but not limited to project review, permits and inspection reports from the:

- a. Health Department;
- b. Police Department;
- c. Fire Department;
- d. Public Works Department; and
- e. Department of Alcoholic Beverage Control of the State of California ("ABC").
- (4) The proposed use will not unreasonably interfere with pedestrian or vehicular traffic or circulation in the area surrounding the proposed use, and will not create a demand for additional parking that cannot be safely and efficiently accommodated by existing parking areas; and
- (5) Appropriate controls are in place that will ensure the premises will be kept clean, sanitary, and free of litter.

(Ord. No. 776, § 1(Exh. A), eff. <u>9-5-2014</u>)

Sec. 9-6.605. - Conditions of approval.

- (a) In approving a Temporary Use Permit, the Community Development Director may impose any conditions reasonably related to the application and deemed necessary to achieve the findings for a Temporary Use Permit listed in Section (604) above. These conditions may include, but are not limited to:
  - (1) Dates of permit validity;
  - (2) Hours of operation;
  - (3) Limits on additional lighting;
  - (4) Provision of adequate parking;
  - (5) Debris and trash removal on the final day of sales or event;
  - (6) Additional review and plot plan required by the Fire Department, if a tent in excess of 200 square feet or a canopy in excess of 400 square feet is to be utilized during the sales period or event, or if the number of persons anticipated to attend the event exceeds 500;
  - (7) No alcohol sales or consumption to be permitted unless a license has been first approved by the Police Department.

(Ord. No. 776, § 1(Exh. A), eff. 9-5-2014)