



CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**March 21, 2024
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 Meeting, on March 21, 2024 in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the City Clerk at least 24 hours prior to this meeting at 935-1533 x113. Anyone interested in translation services should contact the City Clerk at least 24 hours prior to the meeting at 935-1533 x113. The Meeting will begin at 6:00 p.m. and the agenda will be as follows:

1. CALL TO ORDER

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

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Fire Department 2023 Annual Report

3. CITIZEN COMMENTS

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

Citizen Comments submitted in writing to the City Clerk by 5:00pm on the day of the

City Council meeting shall be distributed to the City Council and included in the record, however they will not be read.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Approve MINUTES - March 7, 2024
2. Adopt Resolution No. 4200 Approving the 2023 General Plan Progress Report
3. Adopt Resolution No. 4201 Authorizing City Manager to Execute Agreements with Members of Pleasant Valley Water Conveyance Partners, LLC for Sale of Excess Untreated USBR Contract Water for Water Year 2024/2025
4. Receive and File Housing Successor Agency Annual Report for Fiscal Year 2022-2023
5. Notice of Completion for Coalinga Dirt Alley Paving Phase II Project No. 2860 / #3039 CM
6. Authorize City Manager to Enter into a Professional Services Agreement with SWCA, Inc. for Environmental Services Related to Trail Segment 3N
7. Declare Miscellaneous Office Furniture, Junk Metal, Registers and Old Meters as Surplus and Authorize Disposal
8. Authorize Reimbursement for up to \$3,000 Worth of Microchips to Gimme Love
9. Authorize City Manager to Replace an HVAC Unit at City Hall
10. Reject Claim for Damages Presented by Scott Alan Taylor
11. Reject Claim for Damages Presented by Melissa Dorinda Florez Cunningham

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

7. ANNOUNCEMENTS

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

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS – Government Code 54957.6. CITY NEGOTIATORS: City Manager, Marissa Trejo; City Attorney, Mario Zamora. EMPLOYEE (ORGANIZATION): Non-Represented Employees
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Government Code Section 54956.8. Property: APN: 083-020-56ST, 083-020-58ST and 083-020-59ST (Portion). City Negotiator: City Manager, Assistant City Manager, City Attorney. Negotiating Parties: Successor Agency & City of Coalinga Former Redevelopment Agency; Under Negotiation: Terms of Property Purchase, Including Price.

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: Fire Department 2023 Annual Report
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Greg DuPuis, Fire Chief

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

Fire Department 2023 Annual Report

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
📎	2023_Annual_Report.pdf	2023 Annual Report

CITY OF COALINGA

Fire Department

Annual Report

2023



300 W Elm

Coalinga, CA 93210

559-935-1652

www.Coalinga.com/213/Fire



Message from Fire Chief Greg DuPuis

It is my distinct honor to present the City of Coalinga Fire Department (CFD) Annual Report for the calendar year 2023. On behalf of the men and women in the department, I hope you find this report informational to what the CFD does for our community daily. This is the first annual report that CFD has completed in many years and my first as your Fire Chief. CFD, like most organizations, was required to deal with a degree of fiscal uncertainty through most of 2023 brought on by inflation and predictions of significant economic impacts. Though we adapted to these challenges by evaluating and updating processes to stay in front of production delays, supply chain issues, and increased costs for goods and services, we continue to look for new and creative methods in all aspects of our operations to ensure continued fiscal responsibility while honoring our commitment to provide the highest level of public service possible.

As CFD works towards continuous improvement in all aspects of fire and emergency services, we will be working to build a strategic plan to help identify any shortfalls and establish a road map for the future.

Annual reports are designed to highlight achievements, while working to correct performance gaps. CFD is looking towards future growth on many levels. Community support is integral to our success, as we are here to serve and provide exceptional fire and emergency responses to you, every day. As you read this report, you will notice some data on Fire and EMS operations, all the training CFD members conduct daily to help keep their skills sharp, our call data and breakdown of the types of call and times of the day when we are most busy. You will also see the types of programs CFD has to include fire prevention, investigation and community outreach which is vitally important to the City of Coalinga, some major accomplishments, and goals we are setting for this next year and beyond.

I hope this annual report gives you an insight into the incredible men and women you have serving your community. Some of the finest individuals I have had the pleasure of working with. While the role of the fire service has dramatically changed and increased in complexity over the years, the commitment to serve our community to the best of our ability remains the same. We have many great accomplishments to report on and one of the primary reasons for such success is teamwork. Teamwork between the firefighters, City staff, our elected officials, and most importantly, our community members is what makes us a successful department.

Respectfully,

Greg DuPuis, Fire Chief



COALINGA FIRE DEPARTMENT

"SERVING OUR COMMUNITY SINCE 1903"

MISSION

Our mission is to protect and serve the citizens of Coalinga through cutting edge and dedicated Fire & Rescue services, Emergency Medical Services and robust Community risk reduction program through fire prevention and public education.

VISION

Coalinga Fire Department members will always strive to be leaders in fire and life safety services through innovation and professional development.

VALUES

*LEADERSHIP
PROFESSIONALISM
DEDICATION
INTEGRITY
TEAMWORK
TRADITION*



Coalinga City Council



Mayor Jim Horn, District 2



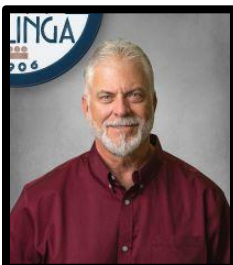
Mayor Pro-Tem Jose Manny Ramirez, District 4



Councilman Roger Schindler, District 1

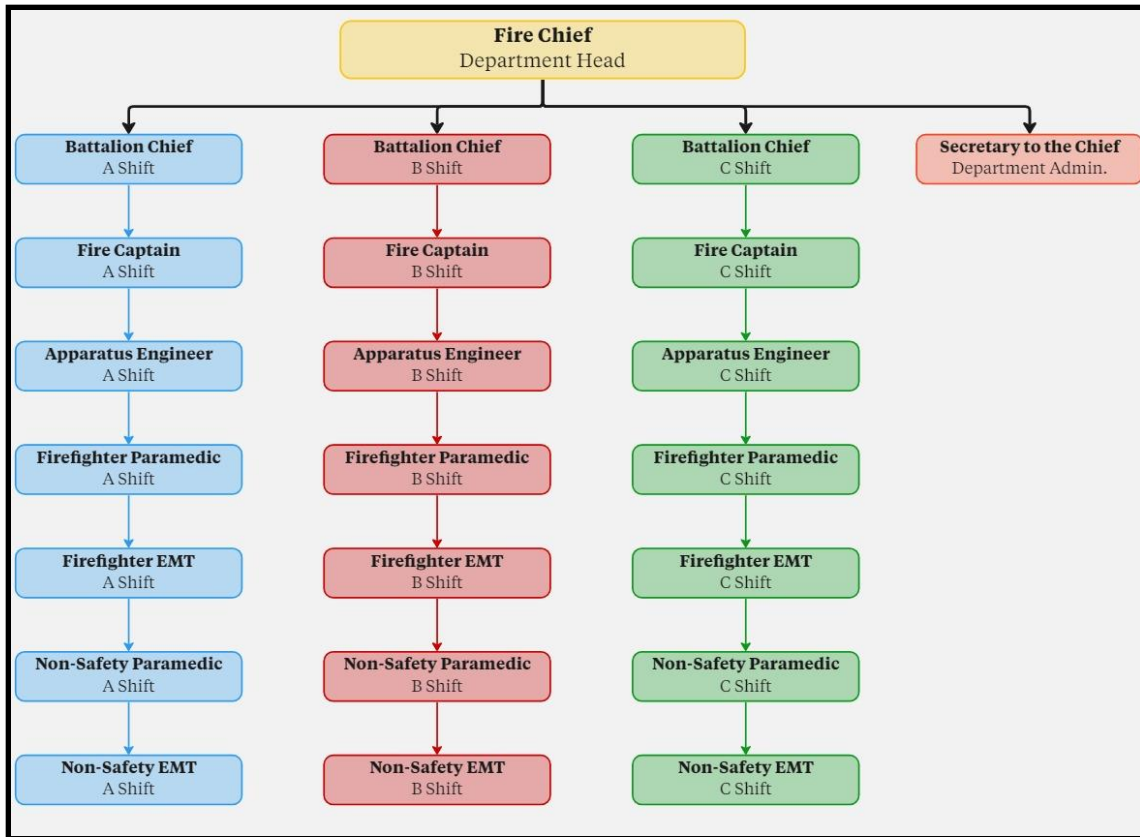


Councilman Nathan Vosburg, District 3



Councilman Lonnie Hedgecock, District 5

The Department



Staffing and Schedule

The Department consists of Administrative and Operation Divisions. The Administrative Division includes the Fire Chief and Administrative Assistant. The Operations Division is staffed daily with 1 of 3 operational shifts: A, B, or C shift. The shift works a 48/96 schedule and is supervised by a Battalion Chief. Each shift consists of a Fire Captain, Apparatus Engineer, 2 Firefighter/Paramedics, Firefighter/EMT and two Non-Safety personnel that can either be a Paramedic and EMT or two EMT's.

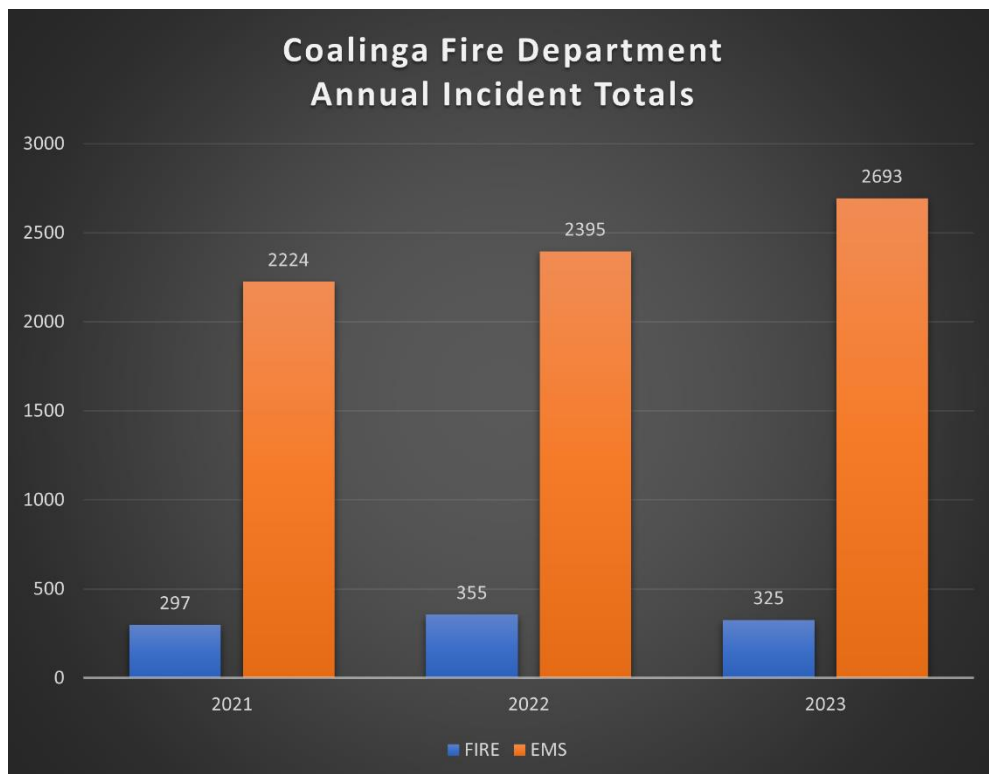
Three ambulances are staffed full time with 1 Firefighter/Paramedic and Non-Safety EMT. 2 ambulances are staffed in the City of Coalinga and 1 in Huron. Fire Apparatus are staffed with a Fire Captain and an Apparatus Engineer or one Fire Officer and a Driver/Operator. The Ladder Truck is cross staffed with these personnel as needed.

CFD is an Insurance Services Office (ISO) rated Class 3 Fire Department.

Operations

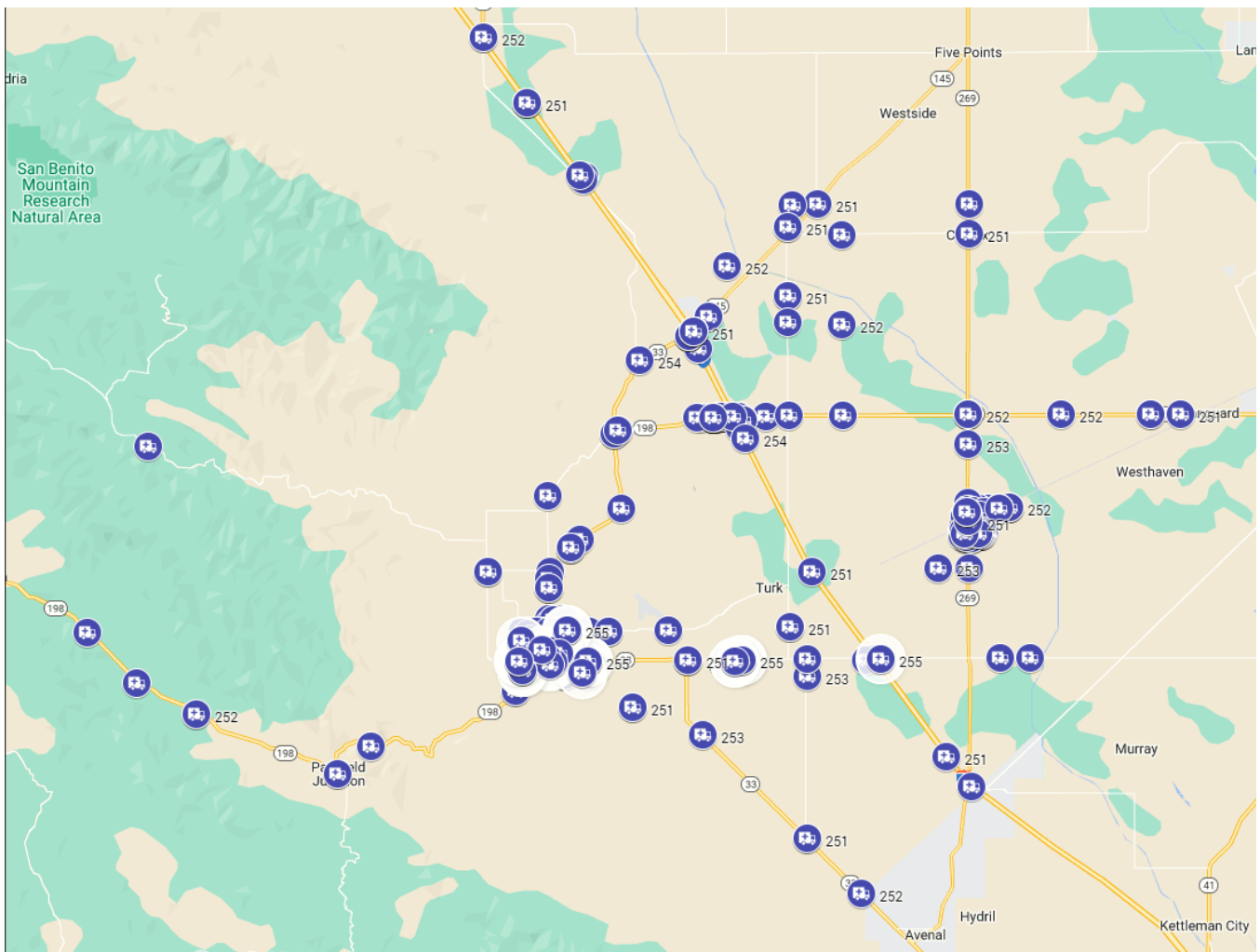
In 2023, the Coalinga Fire Department responded to 3,018 calls for service. The calls for service were made up of 2,693 EMS calls and 325 fire calls including 16 structure fires, 19 vegetation fires, 20 rubbish fires, a 44 public assistance calls. As well as a broad range of other call types, with the most common listed.

	Total
Structure Fire	16
Natural vegetation fire	19
Outside rubbish fire	20
Emergency medical service (EMS) incident	2,664
Combustible/flammable spills & leaks	29
Public service assistance	44
Unauthorized burning	2
Controlled burning	3
False alarm and false call, other	14
System or detector malfunction	25
Unintentional system/detector operation (no fire)	24
Total	2,860



Emergency Medical Services

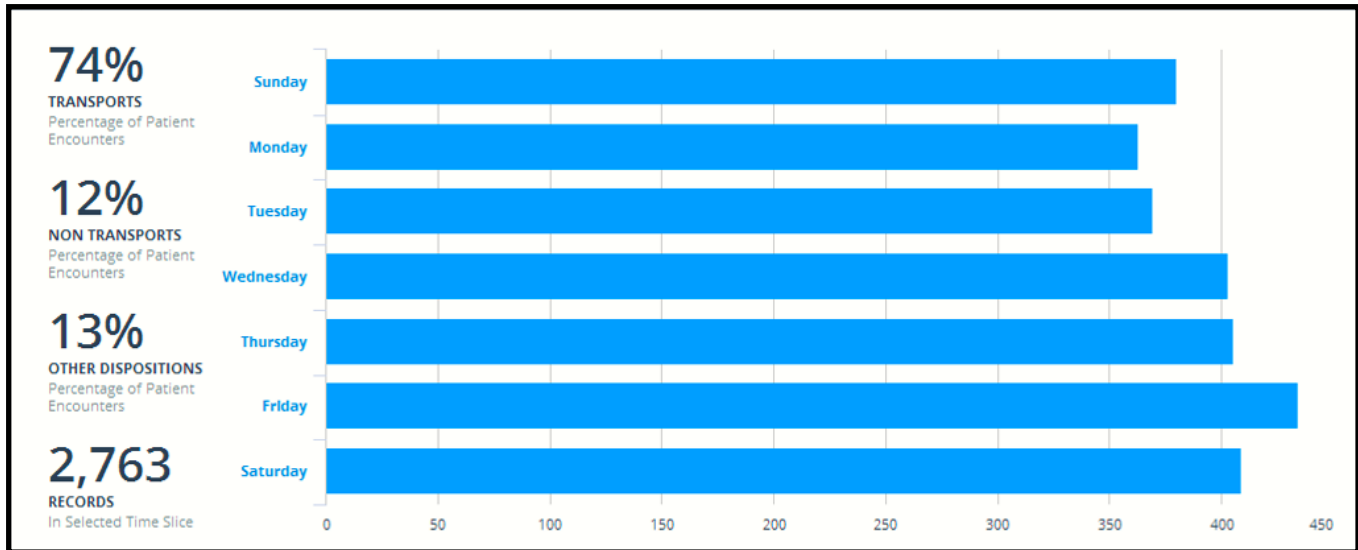
In addition to Fire Suppression, CFD operates four ambulances and provides Advanced Life Support (ALS) Services to the City and over 1,200 square miles of unincorporated area in Western Fresno County. This service is contracted to Coalinga Fire Department by Fresno County Emergency Medical Services (EMS). Three ALS ambulances (2 Coalinga, 1 Huron) are staffed and available 24 hours a day, 365 days a year.



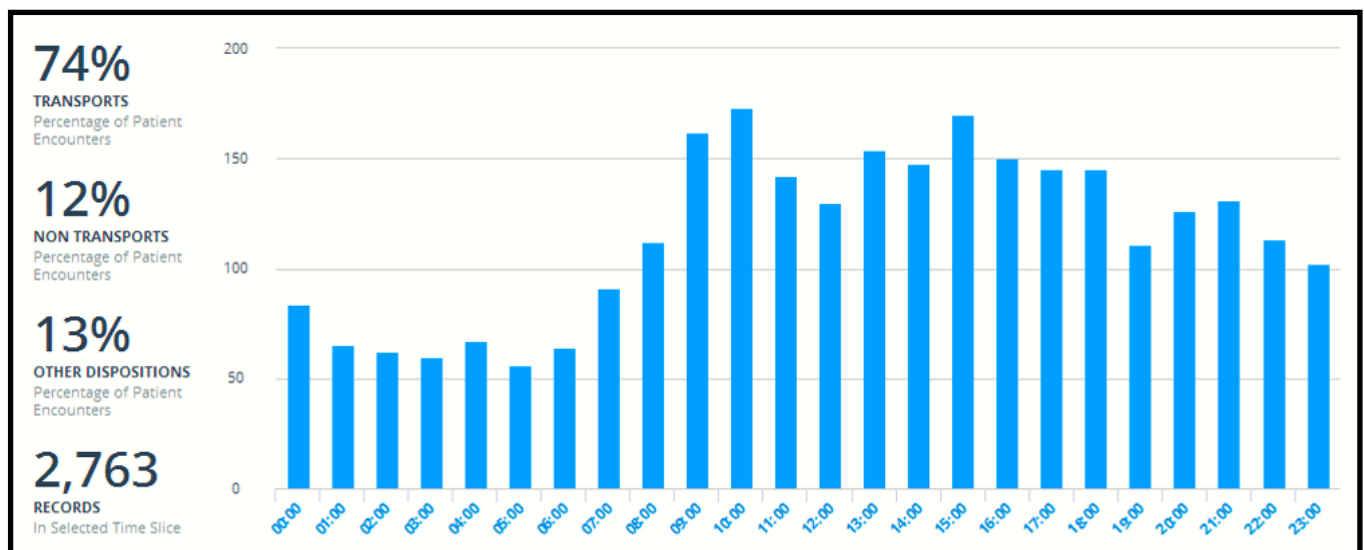
EMS Call locations

EMS Statistics

Calls By Day of the Week



Calls By Hour of the Day



EMS Operations Statistics

Per CCEMSA Policy 405: An ambulance must be responding within 2 minutes of being alerted to a call requiring immediate dispatch (Priority 1- Priority 4).



Zone	Priority	Minimum Response Time	Cumulative Standard	Frequency
Metro Zone	1 & 2	9 minutes	90%	Monthly
Metro Zone	3 & 4	20 minutes	90%	Monthly
Metro Zone	5	30 Minutes	90%	Monthly
Rural Zone	1 & 2	20 minutes	90%	Quarterly
Rural Zone	3 & 4	30 minutes	90%	Quarterly
Rural Zone	5	40 minutes	90%	Quarterly
Wilderness Zone	1 & 2	60 minutes	90%	Quarterly
Wilderness Zone	3	90 minutes	90%	Quarterly

2,342 Total EMS Responses

- **1:04 average chute time**
- **2:00 chute time goal**
- **9:25 average response time**
- **9:00 response time goal**

Fire Operations Statistics

The minimum requirements for provision of emergency services by career fire departments can be found in NFPA 1710. NFPA 1710 addresses the structure and operation of organizations providing such services, which include fire suppression and other assigned emergency response responsibilities such as EMS and special operations. The requirements intend to provide effective, efficient, and safe protective services to help prevent fires, reduce risk to lives and property, deal with incidents that occur, and help prepare for anticipated incidents.

Benchmarks	Response Objectives
Alarm answer	15 sec 95% of the time or 40 sec 99% of the time
Alarm processing	64 sec 95% of the time or 106 sec 99% of the time
Turnout - Fire	80 sec
Turnout - EMS	60 sec
First-due engine	240 sec (4 min) 90% of the time
Second-due engine	360 sec (6 min) 90% of the time
Initial full alarm - Low/ medium hazard	480 sec (8 min) 90% of the time
Initial full alarm - High hazard	610 sec (10 min 10 sec) 90% of the time

397 Total Fire Responses

- 1:18 average turnout time
- 1:00 turnout time goal
- 5:04 average response time
- 5:00 response time goal

Training Division

Training is an essential component to providing efficient Fire and EMS services to the City of Coalinga and our EMS area. The Training Division directs all training for Coalinga Fire Department's 33 Fire and EMS personnel. In October 2023, Coalinga Fire Department's training Division was reassigned from an Administrative Captain to a Battalion Chief.

All Fire and EMS personnel are required to meet minimum standards



for certification and training to operate in their respective positions. New Firefighters must complete a 240-hour, new hire training program during their first year of employment.



Fire Training

Fire training is one of

the key components of the CFD training division. CFD responds to all types of fire calls including Structure, Wildland, Vehicle and Trash fires. These incidents are low frequency, high risk types of calls that require the most up to date and comprehensive training.

In addition to fire suppression training, the CFD Training division utilizes a comprehensive officer development program for all new fire officers. Fire officers include Engineers, Captains, and Battalion Chiefs. This training allows CFD to develop competent officers who possess the tools to lead and make important decisions that affect the safety and wellbeing of their subordinates and the public we serve.



Training Division

Total Training Hours

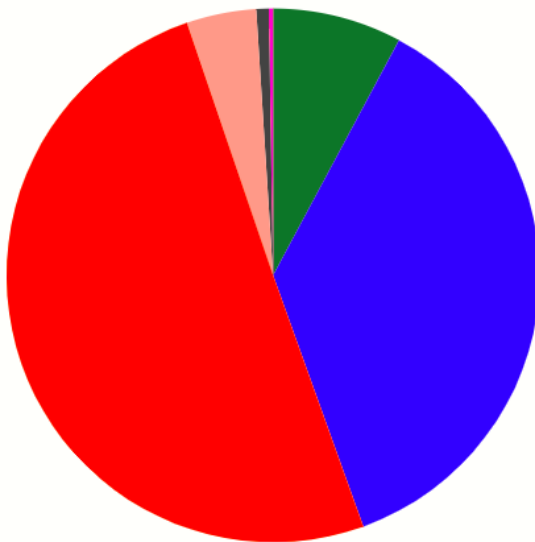
3647.25

Average Duration of each session

2.36

Training by Subject Area

- ADMINISTRATIVE
- EMS
- FIRE & RESCUE
- NEW RECRUIT TRAINING
- OSHA
- SFM CLASS



Examples of Fire Training completed in 2023 include:

- Officer Development Training
- Live Fire Training
- Leadership Training
- Fire Suppression Tactics
- Rope rescue
- Vehicle Extrication
- Wildland Firefighting Skills
- Incident Command Training
- California State Fire Marshal

Certification training (State Level)

- National Wildfire Coordinating

Group Position Training (Federal Level)

- New Firefighter Training/Academy

Examples of EMS Training completed in 2023 include:

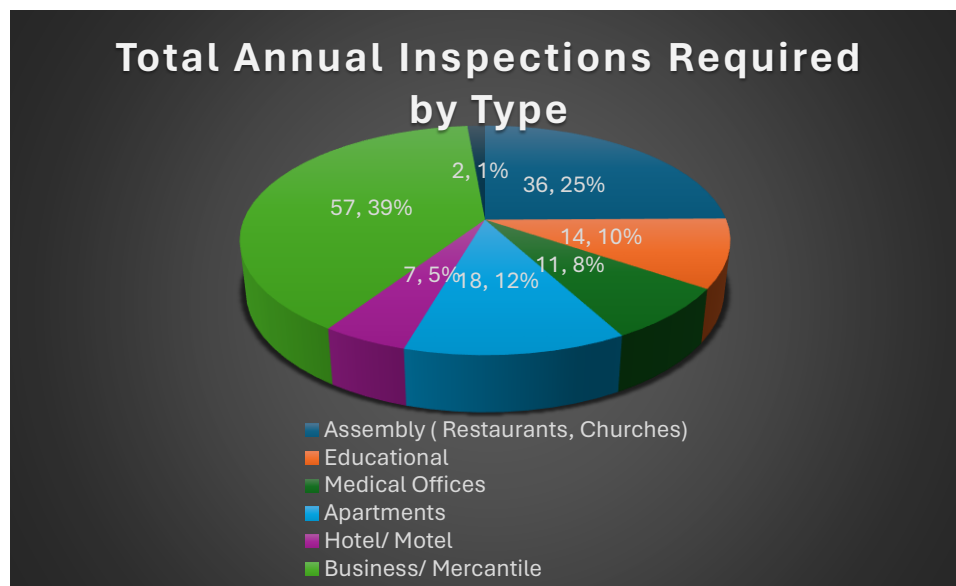
- CPR Training
- New Non-Safety training/Academy
- EMT and Paramedic Continuing Education / Renewal
- Pediatric Advanced Life Support (PALS)
- Fireline EMT and Fireline Medic Training
- Advanced Cardiac Life Support (ACLS)
- Medical Helicopter Transport Training
- EMS Driver Training
- New EMS Equipment In-Service Training



Prevention Division

The Fire Prevention Division is led by a Battalion Chief and supported by all Fire Officers. The Division is involved in all phases of new construction, from reviewing plans to conducting field inspections on the various fire protection systems. In 2023, CFD conducted over 72 annual inspections at a variety of businesses and occupancy types.

In 2024, CFD plans to adopt the 2022 CA Fire Code to improve the level of service and fire protection.



Prevention Activities in 2023 included:

- Inspections of 5 “safe and sane” firework booths
- Investigation, issuance, and documentation of administrative citations.
- Involvement in the planning phases of all special events
- including the Horned Toad Derby
- 70+ Annual Business Inspections



Investigations Division

The Coalinga Fire Department is responsible for determining the origin and cause of all fires that occur within the city limits. The Investigations Division is supervised by the Fire Chief, and all investigations are conducted by personnel that have received specialized training in various topics including interview procedures, evidence collection and scene photography.

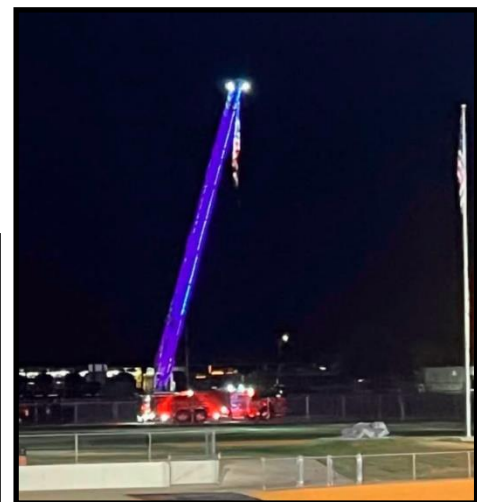
In 2023, the Investigations Division issued 2 citations, totaling \$500, for the possession and/or use of illegal fireworks.



In 2023 the department responded
Of the 62 fires, 9 were referred to the Investigations
Division. One investigation resulted in arrest and
successful prosecution of arson. The team members are
highly respected and collaborate often with outside
agencies.

Public Education and Community Involvement

The Coalinga Fire Department prides itself on building strong relationships and partnerships within the community we serve. Every year the members of CFD are involved in countless public education and community engagement events. We are proud to say that 2023 was no different, and in fact one of our best years yet. We would like to thank the City of Coalinga, the Coalinga Police Department, Coalinga Chamber of Commerce, Coalinga Huron Unified School District, Coalinga Huron Parks and Recreation District, the Coalinga Library, and Coalinga Firefighters Association for their partnerships in providing valuable and engaging opportunities for the community with us. Thank you to the citizens and businesses of the community for their unwavering support and involvement, without them, nothing we do would be possible.



Public Education and Community Involvement

2023 Community Involvement Events:

- 2nd Annual Autism Awareness Trap Shoot
- City of Coalinga Toy Drive
- Donation drive with Coalinga PD to raise funds for Fallen Selma officer
- City of Coalinga Santa's Workshop
- 7 week "Fridays with Fire" event series hosted by CHRPD
- Horned Toad Derby Water Fights hosted by Coalinga Firefighter's Association
- Pancake Breakfast hosted by Coalinga Firefighter's Association
- National Night Out
- Let Freedom Ring Fireworks show
- Alisa Ann Ruch Burn Foundation Toy Drive
- CHRPD Autism Walk
- Reindeer Rounds Gift Giving Program
- The Women's Club First Responder Dinner
- Weekly Breakfast with the Chiefs
- Read Across America
- Christmas Light and Derby Parades
- As well as many others



2023 Public Education Involvement

- Community Business Fire Prevention Workshop
- Fire Prevention Week Coloring Contest with CHUSD
- Fire Prevention Week Assembly at Coalinga Middle School
- FISE Presentations with CHUSD Elementary Schools
- Station Tours
- Hosting 2 Students in Government Interns
- Community CPR/ First Aid classes
- Fire Prevention Week Open House
- Stop The Bleed staff training with CHUSD

2023 Achievements

The Coalinga Fire Department continues to grow, and with growth comes challenges. While maintaining excellent customer service and protecting our community we were able to face those challenges and provide a continued high level of expectation when it comes to serving the community.

Below is a list of 2023 achievements.

- Appointed 3 Battalion Chiefs
- Purchase of a brand-new Type 3 Fire Engine
- 6 Strike Team Deployments
- Awarded Coalinga Hospital District Grant to send 4 EMTs to Paramedic School
- Awarded Coalinga Hospital District Grant to purchase LUCAS automated CPR device
- Construction of New Training Tower- funded by 2022 CIRA Grant
- 13 internal Promotions Department wide including:
 - 3-Battalion Chiefs
 - 1-Administrative Captain
 - 2- Fire Captains
 - 2- Apparatus Engineers
 - 2-Firefighter EMTs
 - 2-Firefighter Paramedics
 - 1-Full Time Non-Safety EMT
- Implementation of Tablet Command Mobil Incident Command System and 2-way CAD Interface
- Swore in 3 Fire Investigators
- Groundbreaking of new Huron Ambulance Facility
- Hired 8 new personnel including:
 - 5- Full Time Non-Safety EMTs
 - 2- Per Diem EMTs
 - 1-Reserve Firefighter EMT



2024 Goals

The purpose of this annual report is to highlight the department and our achievements as well as build a road map for the future. In order to reach those achievements, we have addressed these as our most pressing goals for 2024 and beyond.

- Implement a 5-year strategic plan
- Increase staffing to meet the increase in call volume
- Replace aging Fire Apparatus
- Establish cancer screening and health & wellness program
- Establish Community Emergency Response Team (CERT)
- Enhance Training Tower
- Partner with CHUSD to build a Fire Explorer/VROP Program



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

Subject: Approve MINUTES - March 7, 2024
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Shannon Jensen, City Clerk

I. RECOMMENDATION:

II. BACKGROUND:

III. DISCUSSION:

IV. ALTERNATIVES:

V. FISCAL IMPACT:

ATTACHMENTS:

	File Name	Description
▣	MINUTES_For_Approval_030724.pdf	Minutes - March 7, 2024

MINUTES CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA March 7, 2024

1. CALL TO ORDER 6:00 PM

Council Members Present: Horn, Ramirez, Vosburg, Schindler, Hedgecock

Others Present: City Manager Marissa Trejo, City Attorney Mario Zamora, Assistant City Manager Sean Brewer, Chief of Police Jose Garza, Financial Services Director Mai Vang, City Treasurer Dawn Kahikina, Administrative Analyst Mercedes Garcia, Fire Chief Greg DuPuis, Public Works and Utilities Coordinator Larry Miller, and City Clerk Shannon Jensen

Council Members Absent: None

Others Absent: None

Changes to the Agenda: City Manager Marissa Trejo announced the following changes to the Agenda:

None.

*Motion by Schindler, Second by Horn to Approve the Agenda for the meeting of March 7, 2024. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Employee of the Month for March 2024 – Yaneth Ibarra, Code Enforcement Officer

Mayor Horn presented Code Enforcement Office Yaneth Ibarra with a certificate for Employee of the Month for March 2024.

3. CITIZEN COMMENTS

The following individual(s) spoke under Citizen Comments:

Jerry Stevens with UnWired Broadband thanked the City for their support in their endeavors to bring the fastest broadband to every doorstep in Coalinga.

Shar Thompson, Central Valley Regional Coordinator for Tenants Together, spoke on behalf of members from the community and defending and advancing their rights to safe, decent, and affordable housing.

Andre, store manager for the new Coalinga Tractor Supply announced that they will be having a soft opening on Saturday, March 23, 2023 and a grand opening on Saturday, March 30, 2024. They plan to have a vet available every other week and will work with the animal shelter to have pet adoptions.

The following individual(s) submitted written comment(s):

None

4. PUBLIC HEARINGS

None

5. CONSENT CALENDAR

1. Approve MINUTES – February 8, 2024 (Special Water & Wastewater Enterprise Workshop)
2. Approve MINUTES – February 15, 2024
3. Check Register: 01/01/2024 – 01/31/2024
4. Approve Fiscal Year 2023/2024 Mid-Year Budget Review and Adopt Resolution No. 4197 Approving Recommendation s for Revising Fiscal Year 2023/2024 Operating and Capital Budgets

Councilman Vosburg Pulled Item No. 5.4 for discussion.

Finance Director Mai Vang gave a brief overview of the item.

5. Authorize City Manager to Execute a Lease Agreement with UnWired Broadband for Central Office to be Located at the City Parking Lot at 6th and Elm Ave
6. Initiate a Zoning Text Amendment related to Creating an Expediated and Streamlined Permitting Process for Electric Vehicle Charging Stations in Accordance with AB 1236
7. Authorize City Manager to Execute All Documents related to a Request from Caltrans to Acquire a Portion of Right-of-Way from the City of Coalinga located at 408 S. 5th Street (APN: 072-170-01ST)
8. Police Department Monthly Report for January 2024
9. Code Enforcement Monthly Report for January 2024

Councilman Vosburg Pulled Item No. 5.9 for discussion.

Councilman Vosurg thanked Mrs. Ibarra for all her hard work in her position as Code Enforcement Officer.

*Motion by Vosburg, Second by Horn to **Approve** Consent Calendar Item Nos. 5.1 through 5.9. Motion **Approved** by a 5/0 Roll-Call Majority Vote.*

6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS

1. Discussion, Direction and Potential Action regarding Increasing Maximum Allowable Sign Area for New Signs at Coalinga Ace Hardware located at 109 N. 5th Street

Sean Brewer, Assistant City Manager

Assistant City Manager Sean Brewer gave a brief overview of the Item, stating that staff is comfortable with the increase requested.

*Motion by Horn, Seconded by Ramirez to **Approve** Increasing the Maximum Allowable Sign Area for the New Sign at Coalinga Ace Hardware located at 109 N. 5th Street. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

2. Discussion, Direction and Potential Action regarding Increasing Maximum Allowable Sign Area for New Signage at Coalinga Family Market located at 210 E. Elm Ave

Sean Brewer, Assistant City Manager

Assistant City Manager Sean Brewer gave a brief overview of the item, explaining that the sign is already in place.

*Motion by Horn, Seconded by Hedgecock to **Approve** Increasing the Maximum Allowable Sign Area for the New Signage at Coalinga Family Market located at 210 E. Elm Avenue. Motion **Approved** by 5/0 Roll-Call Majority Vote.*

3. Discussion, Direction and Potential Action regarding Installing an Electronic Information Kiosk at City Hall

Sean Brewer, Assistant City Manager

Assistant City Manager Sean Brewer gave a brief overview of the Item, stating this was a Future Agenda Item requested by Mayor Horn.

Consensus of the Council is for Staff to bring back a few options for placing two screens, one on either side of the double doors at City hall, one for English and one for Spanish. The item should also include a demo to the capabilities of the information and display systems.

7. ANNOUNCEMENTS

City Manager's Announcements:

None

Council Member's Announcements:

None

Mayor's Announcements:

None

8. FUTURE AGENDA ITEMS

Mayor Horn requested a Future Agenda Item regarding information on the placement of blinking stop signs at busier foot traffic locations.

9. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8. PROPERTY: 605 E VALLEY (APN: 083-123-07). CITY NEGOTIATOR: CITY MANAGER. NEGOTIATING PARTIES: COUNTY OF FRESNO AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR. UNDER NEGOTIATION: TERMS OF PROPERTY PURCHASE, INCLUDING PRICE.
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8. PROPERTY: 710 E VALLEY (APN: 083-126-02). CITY NEGOTIATOR: CITY MANAGER. NEGOTIATING PARTIES: COUNTY OF FRESNO AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR. UNDER NEGOTIATION: TERMS OF PROPERTY PURCHASE, INCLUDING PRICE.

10. CLOSED SESSION REPORT

None

11. ADJOURNMENT 6:34 PM

APPROVED:

James Horn, Mayor

ATTEST:

Shannon Jensen, City Clerk

March 21, 2024

Date

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

Subject: Adopt Resolution No. 4200 Approving the 2023 General Plan Progress Report
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

Adopt Resolution No. 4200 accepting the 2023 General Plan Progress Report and further direct staff to submit the report to the Governor's Office of Planning and Research and the Housing Community Development Department in accordance with Government Code Section 65400(b)(1).

II. BACKGROUND:

Government Code Section 65400(b)(1) mandates that all cities and counties submit to their legislative bodies an annual report on the status of the general plan and progress in its implementation (the "Progress Report"). A copy of this Progress Report must also be sent to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The intent of this statute is to ensure that the general plan directs all land use decisions and remains an effective guide for future development. Because the role of the general plan is to act as a "constitution" for the long-term physical development of a community and because it is required to be updated periodically to reflect current circumstances, it is critical that local planning agencies periodically review the general plan and its implementation. The Progress Report is a tool for monitoring this.

The Progress Report is useful to OPR in a number of ways. The report provides information that allows OPR to monitor local planning activities and to identify trends in land use planning and decision making throughout the State of California. This information is critical to OPR to serve in its capacity as the statewide planning agency.

On March 19, 2024 the Planning Commission, at their regular meeting, recommended approval by the City Council.

III. DISCUSSION:

The attached General Plan Annual Progress Report has been prepared in accordance with the suggested Guidelines issued by the Office of Planning and Research.

IV. ALTERNATIVES:

- **None.** The General Plan Progress Report is required. Failure to submit the General Plan

Annual Progress Report to the Office of Planning and Research could limit the City's ability to apply for and be issued grants and/or funding for projects administered by the State Housing and Community Development Department including but not limited to the Community Development Block Grant Program.

V. FISCAL IMPACT:

None

ATTACHMENTS:

File Name	Description
 City_Council_Resolution_No._4200.docx	Resolution No. 4200 - General Plan Progress Report

RESOLUTION NO. 4200

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COALINGA, CALIFORNIA APPROVING THE 2023 ANNUAL PROGRESS REPORT ON THE IMPLEMENTATION OF THE GENERAL PLAN

WHEREAS, the State of California requires non-charter cities and counties to have adopted General Plans to provide guidance and direction for development activities; and,

WHEREAS, the City of Coalinga's current General Plan was adopted on July 2, 2009; and,

WHEREAS, the Housing Element is one of seven mandatory elements of a General Plan required by the State of California; and,

WHEREAS, the Housing Element must be updated every eight years and reviewed for consistency with the State Department of Housing and Community Development; and,

WHEREAS, California Government Code section 65400 mandates that cities submit an Annual Progress Report on the status of the General Plan and its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development (HCD); and,

WHEREAS, the Annual Progress Report is required to include: a) The state of the Plan and the progress of its implementation; b) the progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement and development of housing; and c) the degree to which the General Plan complies with the Guidelines established by OPR; and,

WHEREAS, the City has prepared its 2023 Annual Progress Report, attached hereto as Exhibit A, in accordance with the Guidelines adopted by OPR.

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

SECTION 1. That the City of Coalinga has completed the 2023 Annual Progress Report as required by California Government Code section 65400.

SECTION 2. That the 2023 Annual Progress Report provided herein as Exhibit "A" is found to be consistent with the suggested content by the State Guidelines and is hereby accepted.

SECTION 3. That the Community Development Director is hereby authorized and directed to submit the 2023 Annual Progress Report to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

SECTION 4. That the Community Development Director is hereby authorized and directed to upload the 2023 Annual Housing Report to the Department of Housing and Community Development's (HCD) portal.

PASSED AND ADOPTED by the City Council of the City of Coalinga at a regular meeting held on the 21st day of March 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Honorable Mayor/Mayor Pro-Tem

City Clerk/Deputy City Clerk

EXHIBIT “A” – 2023 General plan Progress Report

ANNUAL PROGRESS REPORT

Coalinga General Plan and Housing Element



CITY OF COALINGA
The Sunny Side of the Valley

REPORTING PERIOD: Calendar Year 2023
(In Accordance with Government Code Section 65400)

INTRODUCTION

This report is intended to comply with the requirements of Government Code Section 65400 for the completion of an annual General Plan Progress Report. This report identifies the status of the City's General Plan and its progress in its implementation. This report represents the Community Development activity for planning year 2023.

The City of Coalinga City Council took action to adopt this report on March 21, 2024 at a regularly scheduled meeting.

Following the presentation of the report, the City Council accepted the report and authorized the Assistant City Manager to forward the report and minutes indicating acceptance to the Office of Planning and Research and the California Department of Housing and Community Development.

COMPREHENSIVE GENERAL PLAN UPDATE 2025

The City adopted its Comprehensive Update to its General Plan (2005-2025) in July of 2009. The update included a full update to the Land Use, Open Space, Safety/Noise, Circulation, and Public Facilities Elements. In 2012 the City completed its comprehensive zoning ordinance update to be in conformity with the recently adopted General Plan.

The City of Coalinga continues to actively implement the policies of the General Plan including the goals, policies and programs of the Housing Element. The following represents the progress the City has made towards implementing the General Plan and Housing Element during the Calendar Year 2023 reporting period. The information to follow is organized to correspond with the elements of the Coalinga General Plan.

LAND USE ELEMENT

AMENDMENTS

There were no amendments to the Land Use Element during Calendar Year 2023.

PROGRESS TOWARDS MEETING THE GOALS AND GUIDING PRINCIPALS OF THE LAND USE ELEMENT

- The City is working to secure funding to update various sections of the land use element to reflect the current policies and direction the City of Coalinga is moving.
- Staff is continuing to update zoning regulations to ensure consistency with the General Plan and its land use policies and implementation measures. The city will be continuing its 5-year code amendment to review and update the City's zoning code as needed.

OPEN SPACE AND CONSERVATION ELEMENT

AMENDMENTS

There were no amendments to the Open Space and Conservation Element during 2023.

PROGRESS TOWARDS MEETING THE GOALS AND GUIDING PRINCIPALS OF THE OPEN SPACE AND CONSERVATION ELEMENT

- The zoning codes open space regulations provide for both private and public projects (OSC1-2.2).
- The new zoning code included Development and Implementation of a Resource Extraction Overlay District (*Goal OSC-4*).

CIRCULATION ELEMENT

AMENDMENTS

There were no amendments to the Circulation Element during Calendar year 2023.

PROGRESS TOWARDS MEETING THE GOALS AND GUIDING PRINCIPALS OF THE CIRCULATION ELEMENT

- **Highway 33 Road Rehabilitation Project – Spring/Summer 2025**

The City has been collaborating with Caltrans on a complete rehabilitation of highway 33 through the City where a large component of the project is applying “complete streets” elements to the downtown corridor in order to enhance walking and biking as well as enhancing the downtown character with safer streets.

- **Various ADA Improvements in the Downtown District and Neighborhoods – ON GOING**

The City Council has shown continued commitment to a bi-annual ADA improvement program in order to improve accessibility within the commercial core of the City. The improvements include new sidewalks where none exist, curb ramps and alley approaches. The council has made a commitment to the community on a bi-annual basis to budget \$50,000 towards the implementation of the City's ADA transition plan. In addition the City has hired precision concrete cutting to shave down all trip hazards on sidewalks throughout the City.

- **Various Maintenance Projects – ONGOING**

The City is continuing its efforts maintain a reliable circulation system within the City by focusing efforts towards street maintenance and rehabilitation (overlay, reconstruction, sidewalks, lighting and cross walks (RRFB's). Sources of funding come from, local street funds, tax measures, SB1 and Federal and State grants.

- **Cherry Lane Reconstruction – Complete**

The City of Coalinga reconstructed Cherry Lane from the Coalinga High School to Elm Ave in an effort to ensure safe access for students and transportation to and from school and the West Hills Community College. This project included new pavement, raised pedestrian crossings that served as both cross walks and speed tables to reduce traffic speeds. This was funded with SB 1 Funds.

Active Transportation Plan

In 2017 the City approved an Active Transportation Plan (ATP) to further the goals, policies and implementation measures of the General Plan. The Coalinga Active Transportation Plan provides a strategy for the development of a comprehensive bicycling and walking network throughout Coalinga, as well as strategy for support facilities and education, encouragement, enforcement, and evaluation programs. It includes a Trails Master Plan that provides a strategy for the development of Class I shared-use paths or trails in and surrounding Coalinga. The Safe Routes to School Plan provides a strategy for the City and Coalinga-Huron School District to partner and provide safer and accessible routes to and from school for all travel modes, focusing on walking and bicycling, through a series of project and programmatic recommendations.

The City is participating with the Fresno Council of Governments in the 5-Year regional active transportation plan update on in ATP in the coming year.

Active Transportation Projects

- Multi-Use Trails Projects (ATP Cycle 4, 5, 6 & CMAQ). The City applied and was awarded funds for segments 1, 2, 13 and 14 and a portion of segments 3, 3N 4 and 9 of the multi-use trails master plan for walking and biking to provide alternative forms of transportation and recreation for the community. These projects have funding authorization and environmental has been certified for both and are now entering the right-of-way and design phase of the

project funding. These projects are funded through the State of CA Active Transportation Program and CMAQ program funds.

All of the proposed street improvements projected in the upcoming year will help meet the goal of providing a balanced, safe and efficient circulation system that includes cars, public transportation, bicycles and pedestrians with the mind set of anticipated growth (*Goal C1*).

These transportation projects also help in maintaining and improving the City's existing circulation and transportation facilities. Through the budget process and street maintenance planning, the City has been able to identify the necessary improvements within the planning area that will have the highest level of impact.

The City currently uses Street saver to monitor and select appropriate treatments for the City streets in an effort to maximize funding sources available for street maintenance projects. In addition to the use of Street saver, the City entered into a contract with Good Roads to use new technologies such as artificial intelligence to determine pavement conditions and recommended treatments.

SAFETY, AIR QUALITY AND NOISE ELEMENT

AMENDMENTS

There were no amendments to the Safety, Air Quality and Noise Element during Calendar year 2023.

PROGRESS TOWARDS MEETING THE GOALS AND GUIDING PRINCIPALS OF THE SAFETY, AIR QUALITY, AND NOISE ELEMENT

Noise

- Due to the nature of the guiding and implementing policies of the Noise Element, efforts to implement this Element of the General Plan are on-going in nature. Projects are reviewed on a case-by-case basis for adverse noise impacts to the environment and sensitive receptors.
- Performance Standards have been included into the new zoning ordinance to address noise related impacts due to new development such as noise or acoustical studies, sound walls, and other attenuation measures. The City will be soon undertaking a review of its noise standards and update them to have a more clear and concise standard when reviewing projects. Currently the City, absent of strict guidelines, relies on the use of the state model noise standards.
- When projects are brought before the City, staff carefully reviews projects for potential noise impacts to surrounding properties.

Safety

- All new construction and certain building renovations are reviewed for compliance with the Uniform Building Code for seismic safety.

- The City continues to participate in the Federal Emergency Management Agency's (FEMA) flood insurance program.

PUBLIC FACILITIES AND SERVICES ELEMENT

AMENDMENTS

There were no amendments to the Public Facilities and Services Element during Calendar year 2023.

PROGRESS TOWARDS MEETING THE GOALS AND GUIDING PRINCIPALS OF THE PUBLIC FACILITIES AND SERVICES ELEMENT

Schools

- In 2023, the City continued to work with developers and property owners to ensure that adequate sites are reserved to meet the Coalinga Huron Unified School District's projected demand for future school uses. The School District has been improving school facilities based on their approved bond in 2021.
- In 2023, the City continued to collect school fees upon issuance of building permits for development projects in accordance with State law.

Utilities

- In 2023, the City continued to work closely with project applicants and service utilities to ensure that there is adequate capacity to serve all new and existing areas of Coalinga.
- The City of Coalinga raised water and sewer rates in order to increase revenues to support the ongoing water and sewer operations of the City including the issuance of a \$7M Water and Wastewater Bond for major improvements to the City's infrastructure. These projects are currently underway and several are expected to be under construction in FY24/25.
- The City has approved, maintained and implemented the following utility master plans in order to guide and ensure the capacity to serve new growth area identified by the General Plan. These plans are in need of updating and staff is working to develop a cost plan to update said plans.
 - a. Wastewater Master Plan, Water Master Plan, Storm Water Master Plan, Natural Gas Master Plan
- The City of Coalinga is currently working on several water and sewer infrastructure projects to enhance the reliability of the City's wastewater and water treatment facilities including its distribution and collection systems.

HOUSING ELEMENT

AMENDMENTS

There were no amendments to the Housing Element during Calendar Year 2023.

PROGRESS TOWARDS MEETING THE GOALS AND GUIDING PRINCIPALS OF THE HOUSING ELEMENT

Cycle 6 Housing Element 2024-2032 (GPA) – Under HCD Review

The City of Coalinga is collaborating with (12) twelve Fresno County Jurisdictions to develop the cycle 6 Multi-Jurisdictional Housing Element which serves as the regional housing document that effectively acts as the State-mandated housing element for all participating jurisdictions. Participating jurisdictions included Fresno County, Coalinga, Fowler, Huron, Kerman Kingsburg, Mendota, Parlier, Reedley, San Joaquin, Sanger, and Selma.

1. The Multi-Jurisdictional Housing Element is a single document, made up of two sections: the main body, which described demographics, housing needs, resources, and constraints at a regional level and included goals and policies common to all participating jurisdictions; and
 2. Individual appendices, which contained details for each jurisdiction (i.e., sites inventory, governmental constraints, evaluation of existing Housing Element) and individual implementation programs for Coalinga.
- The City completed the RHNA Process and submitted its methodology to HCD in 2021 and the Cycle 6 housing element is under HCD review and expected to be certified in spring 2024.

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

Subject: Adopt Resolution No. 4201 Authorizing City Manager to Execute Agreements with Members of Pleasant Valley Water Conveyance Partners, LLC for Sale of Excess Untreated USBR Contract Water for Water Year 2024/2025

Meeting Date: Thursday, March 21, 2024

From: Marissa Trejo, City Manager

Prepared by: Sean Brewer, Assistant City Manager

I. RECOMMENDATION:

City Council is hereby recommended to approve a resolution and agreements for untreated water sales to the Pleasant Valley Water Conveyance Partners, LLC, during the 2024/25 water year.

II. BACKGROUND:

The City has a long history already of providing USBR water to the Pleasant Valley Water Conveyance Partners when excess water is available. Canal water is better quality than ground water, use of canal water preserves groundwater reserves, and sales of excess water benefits the city's ratepayers.

III. DISCUSSION:

Pleasant Valley Water Conveyance Partners, LLC, consists of six different farmers served by twin pipelines connecting the end of the Coalinga Canal to their properties mainly Southeast of Pleasant Valley State Prison.

The sale of excess USBR water is beneficial to the City, and specifically to water ratepayers because 1) the water is sold at a margin above the city's total costs, 2) revenue from wholesale customers helps pay the maintenance costs of the Coalinga Canal, and 3) taking greater water volumes from USBR helps lower allocation of USBR fixed costs in the future.

Excess water is presently estimated at 65% historical which will allow the City to sell excess water beyond its needs for the year. However, USBR is expected to increase the city's allocation due to recent storms and reservoir levels. Therefore, in the event of an increase in water year allocation, staff will be prepared to sell as much that is available beyond what the City needs for its historical commercial, industrial and residential use.

The effort required by the City for sale of excess water is administrative and financial only. The agreements must be prepared and executed. Westlands personnel read the meters each month, then city staff prepares and issues the billing statements and collect the amounts due. The financial aspect is that the City will take title to and pay for the additional USBR water being sold. In order to assure payment to the City of amounts due, the agreement to the farmers specifies that any one farmer is responsible for the full amount, or an equivalent level of guarantee will be provided in the agreement. The agreements also provide for conveyance only of water through the Coalinga Canal. This will be used when PVWCP already owns water but prefers conveyance only. For conveyance only, the proposed cost will be \$25 /AF.

These agreements to sale excess water are fully interruptible such that sales may be terminated at any time at the city's sole discretion. The price for purchase of Section 215 and/or contract water will be \$50 above the cost of water per the agreement.

IV. ALTERNATIVES:

The alternative is not to sell excess wholesale water and keep the water on the city's account to be given up because carryover is presently not possible for the city.

V. FISCAL IMPACT:

The agreements specify that if any of the cost components change that the cost to PVWCP's will be adjusted accordingly such that the revenue to the city is protected. The Westlands cost per AF is estimated.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Resolution_No_4201_-_Water_Sale_Agreement_2024_(PVWCP)_Dan.docx	Resolution No. 4201 - Water Sale Agreement 2024 (PVWCP)
<input type="checkbox"/> Farmers_Agreement_2024_as_of_3-21-2024.docx	Farmers Agreement 2024 as of 3-21-2024

RESOLUTION NO. 4201

**RESOLUTION FOR SALE OF UNTREATED USBR WATER TO PLEASANT VALLEY WATER
CONVEYANCE PARTNERS DURING 2024/25 WATER YEAR**

WHEREAS, City has a long history of providing excess water to the Pleasant Valley Water Conveyance Partners (Farmers), during times the City has excess water available; and

WHEREAS, the USBR has made available to City excess water during the 2024/25 water year; and

WHEREAS, USBR water provided though City is good quality allowing the farmers to preserve ground water supplies; and

WHEREAS, sale of excess water is beneficial to water ratepayers of City; and

WHEREAS, the City is also able to provide conveyance-only for Farmer-owned water; and

WHEREAS, City desires to provide excess USBR water to the Farmers and they desire to acquire excess water from City (or conveyance only), under specified terms and conditions, for the mutual benefit of all parties, and in conformity with applicable State and Federal regulations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coalinga does hereby approve untreated water sales in accordance with the terms and conditions of the attached agreements to this Resolution, as follows.

1. Agreement with Pleasant Valley Water Conveyance Partners

The foregoing resolution was duly adopted by the Coalinga City Council at a regular meeting held on the 21st day of March 2024, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor/Mayor Pro-Tem

Attest:

Shannon Jensen
City Clerk

**WATER SUPPLY AGREEMENT
CITY OF COALINGA AND PLEASANT VALLEY WATER CONVEYANCE
PARTNERS, LLC**

2024 Agreement

This Agreement is entered into by and between the City of Coalinga (“City”) and Pleasant Valley Water Conveyance Partners, LLC (“Farmers”), with respect to the following Recitals, which are a substantive part of this Agreement.

RECITALS

WHEREAS, from time to time, City may have the ability to sell excess USBR water to Farmers in the Pleasant Valley Water District that are located within the City’s defined USBR service territory; and

WHEREAS, City can make available excess contract water to Farmers to the benefit of City’s water ratepayers, and

WHEREAS, USBR water provided though City is good quality allowing Farmers to recharge and preserve ground water supplies; and

WHEREAS, City may also make available conveyance of Farmer-owned water using City’s conveyance agreement with Westlands Water District; and

WHEREAS, when City desires to provide excess USBR water to Farmers and Farmers desire to acquire excess water from City, on the terms and conditions set forth in this Agreement, all for the mutual benefit of City and Farmers, and in conformity with applicable State and Federal regulations.

NOW THEREFORE, City and Farmers agree to the following:

1. Termination of 2023 Agreement. The previous Water Supply Agreement between City and Farmers covering March 1, 2023 through February 29, 2024, is terminated.
2. Term of Agreement. This Agreement shall be effective March 1, 2024, for water transactions mutually agreed by the parties, provided the Agreement is fully executed by City and each farmer listed hereto, for service to each farmer as each executes, and shall be effective until terminated by the City.
3. USBR Water Supply. This Agreement is for both contracted long-term USBR Water Supply (Contracted Water) available to City and Section 215 or other discounted USBR water (Discounted Water). Contracted or Discounted Water may be made available to Farmers to the extent it is made available to City by USBR, and after a full supply has been provided to City’s treated water customers. Water available to Farmers may also be reduced by allocations to other wholesale customers. When the supply of Discounted Water is terminated by the USBR, the City’s Contract water may be available to Farmers on an as-available basis as determined month-to-month by City. In the event USBR determines Discounted Water supply has ended, with or without timely notice from USBR, and Farmers continues to take water under this Agreement, Farmers agree to pay the higher Contract price shown below for excess

water beyond the Discounted Water supply, provided City is billed the higher price from USBR. City shall use its best effort to notify Farmers as soon as City is notified by USBR of Discounted Water ending.

4. Price for Purchase Water. The price for standard contract water shall be based on the City's cost, plus a margin per acre-foot (AF) of fifty dollars (\$50.00) per AF. The following calculation shows March 2024 as an example. The actual price shall be updated as any of the cost components change, or any cost components are added to the City's cost.

2024 Water Price Components	
<u>Components</u>	<u>\$/AF</u>
USBR Contract	\$75.89
USBR "Environmental Restoration Fund"	25.99
San Luis Delta Mendota	75.42
Westlands Canal Maintenance Fee*	<u>40.00</u>
Subtotal	\$217.30
Margin	<u>\$50.00</u>
Total	\$267.30
* Estimated, to be trued up to actual	

Section 215 water or other USBR water may be made available to Farmers to the extent it is made available to City by USBR, after a full supply of Section 215 water has been provided to city treated water customers, and at the City's discretion. The price for Section 215 water shall be based on the City's cost plus fifty dollars (\$50.00) per AF.

In the event of the market value of untreated wholesale water increases substantially, due to drought or any other reason, City may request an increase in the margin component of the sales price. Farmers, at their sole discretion, may elect to purchase water at a higher margin, or decline purchases. Any such increase shall be done by amendment to this Agreement.

The price for all water sold from City to Farmers under this Agreement shall be inclusive of all costs incurred by City up to the Delivery Point. To the extent any of the cost components composing the total cost of the water are adjusted downward or upward by USBR, San Luis Delta Mendota Water Authority, or Westland's Water District during the term of this Agreement, City shall adjust the price to Farmers in the same amount. Under no circumstance shall City sell water to Farmers at a price that causes a financial loss to City. If the City's cost for any water sold to Farmers is adjusted downward after Farmers have paid the City therefor, City shall promptly refund any overpayment to Farmers.

5. Price for Water Conveyed Only. The price for water conveyed only shall be the sum of:

- A. San Luis Delta Mendota Water Authority Fee,
- B. Westlands Canal Maintenance Fee,
- C. Twenty-five dollars (\$25) per AF, and
- D. Any other fees incurred by City for conveyance only.

Farmers shall provide, or cause to provide, evidence of ownership of all water conveyed by City on a monthly basis prior to the 10th day following each month of conveyance.

6. Monthly Sales Volumes. Water volumes shall be determined by Farmers and City prior to each calendar month. Farmers shall use their best effort to monitor water deliveries to not to exceed determined monthly volumes. Water volumes sold and conveyed under this agreement are fully interruptible. City may suspend deliveries at its sole discretion by notification to Farmers through Operating Communication.
7. Notices, Billing and Payment. City shall issue billing statements to Farmers following each month of water deliveries. Payment shall be rendered by Farmers to City within fifteen (15) days of the date of the statement. Notices, including billing statements may be communicated via email, provided the receiving party acknowledges receipt.

Billing Statements shall be sent to:

Pleasant Valley Water Conveyance Partners, LLC
c/o NK Development
13762 1st Avenue
Hanford, CA 93230

James Nichols
james@nicholsfarms.com
559-772-1582

Payments shall be made to:

City of Coalinga
155 W Durian Avenue
Coalinga, CA 93210

Ms. Mai Vang
Financial Services Director
mvang@coalinga.com
559-935-1533 Ext. 129

8. Delivery Point. The Delivery Point for water sold hereunder shall be the Farmers' turn-out located near the end of the Coalinga Canal.
9. Resale. Water sold to Farmers under this Agreement is explicitly for use by Farmers on land that is within City's USBR service territory. Farmers' land for irrigation under this agreement is shown on the map on Attachment 1. Farmers shall not resale water purchased under this agreement.

10. Regulatory Compliance. The obligations of City and Farmers to perform under this Agreement are conditioned upon ongoing compliance, approvals, and consents, including without limitation consent from the USBR, Westlands Water District, the State Water Resources Control Board, and any other authority with jurisdiction impacting this Agreement.
11. Conflicts of Interest. Neither City, nor its City Manager, nor any City Council member, department head, manager, employee, consultant, or agent of City, shall give to or receive from any director, employee or agent of Farmers or any affiliate thereof any gift or entertainment of significant value, or any commission, fee, or rebate in connection with this Agreement.
12. Farmers. This Agreement is being entered into with Pleasant Valley Water Conveyance Partners, LLC. The Farmers that are parties to the LLC are listed as Attachment 2 (contact list).

The Farmers listed above agree to allocate water receipts cooperatively amongst their designated properties, track volumetric deliveries, and be responsible for full payment to City for water taken hereunder. Specifically, any one Farmer agrees to be responsible for full payment of all water taken in the event of nonpayment by one or more other Farmers.

13. Operating Communication. The City shall designate a representative for ongoing operating coordination with Farmers, and similarly Farmers shall designate a representative authorized to represent Farmers for operating coordination.
14. Counterpart Signatures. The parties hereto agree that this Agreement may be signed in counterparts such that each signature alone or combined with others agrees to this single binding Agreement.

Signatures follow on page 5 of 8

IN WITNESS WHEREOF, City and Farmers agree to the terms and conditions herein.

CITY OF COALINGA

By: _____
James Horn
Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

NK DEVELOPMENT

SUTTER AVENUE COALINGA CA, LP

By: _____
Signature

Name Printed

By: _____
Signature

Name Printed

**WEST LOST HILLS ROAD COALINGA
CA, LP**

NVBI^{Inv} AF4, LLC

By: _____
Signature

Name Printed

By: _____
Signature

Name Printed

FIRESTONE AVENUE COALINGA, CA LP

KREYENHAGEN FAMILY, LLC

By: _____
Signature

Name Printed

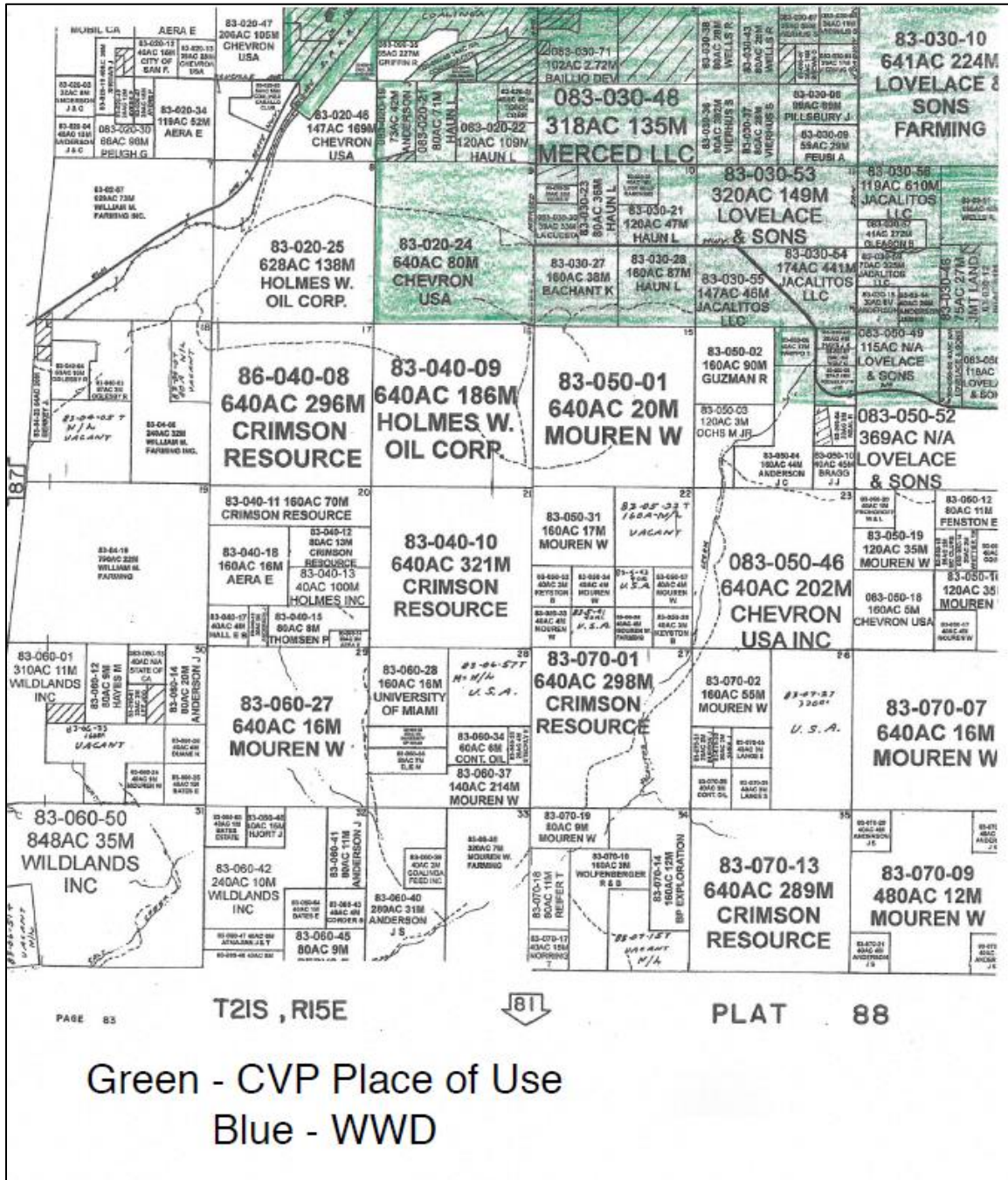
By: _____
Signature

Name Printed

Attachment 1

Maps of Farm Parcels in Green that can be Served by City of Coalinga

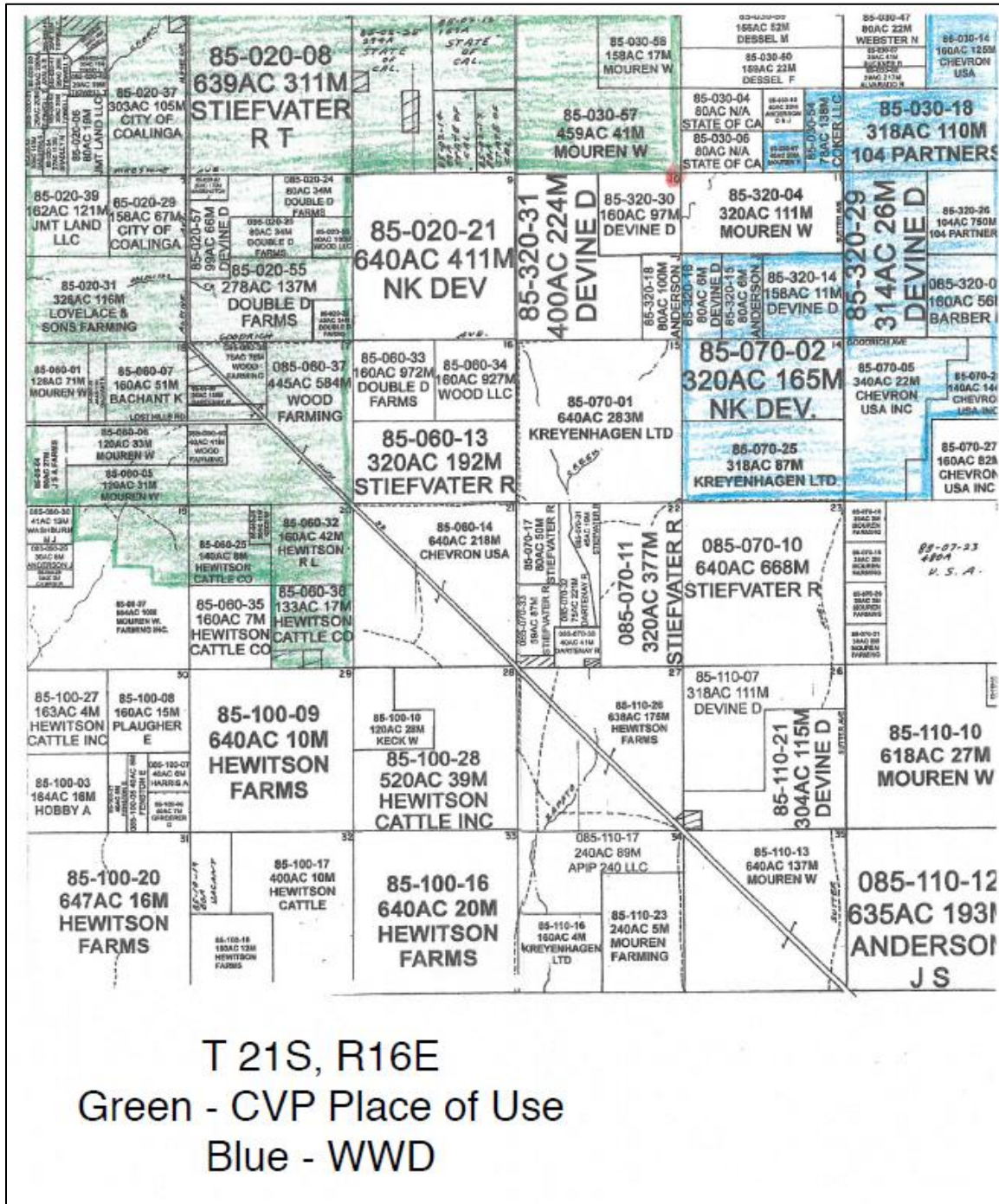
(All sections shaded below)



Attachment 1 (cont.)

Maps of Farm Parcels in Green that can be Served by City of Coalinga

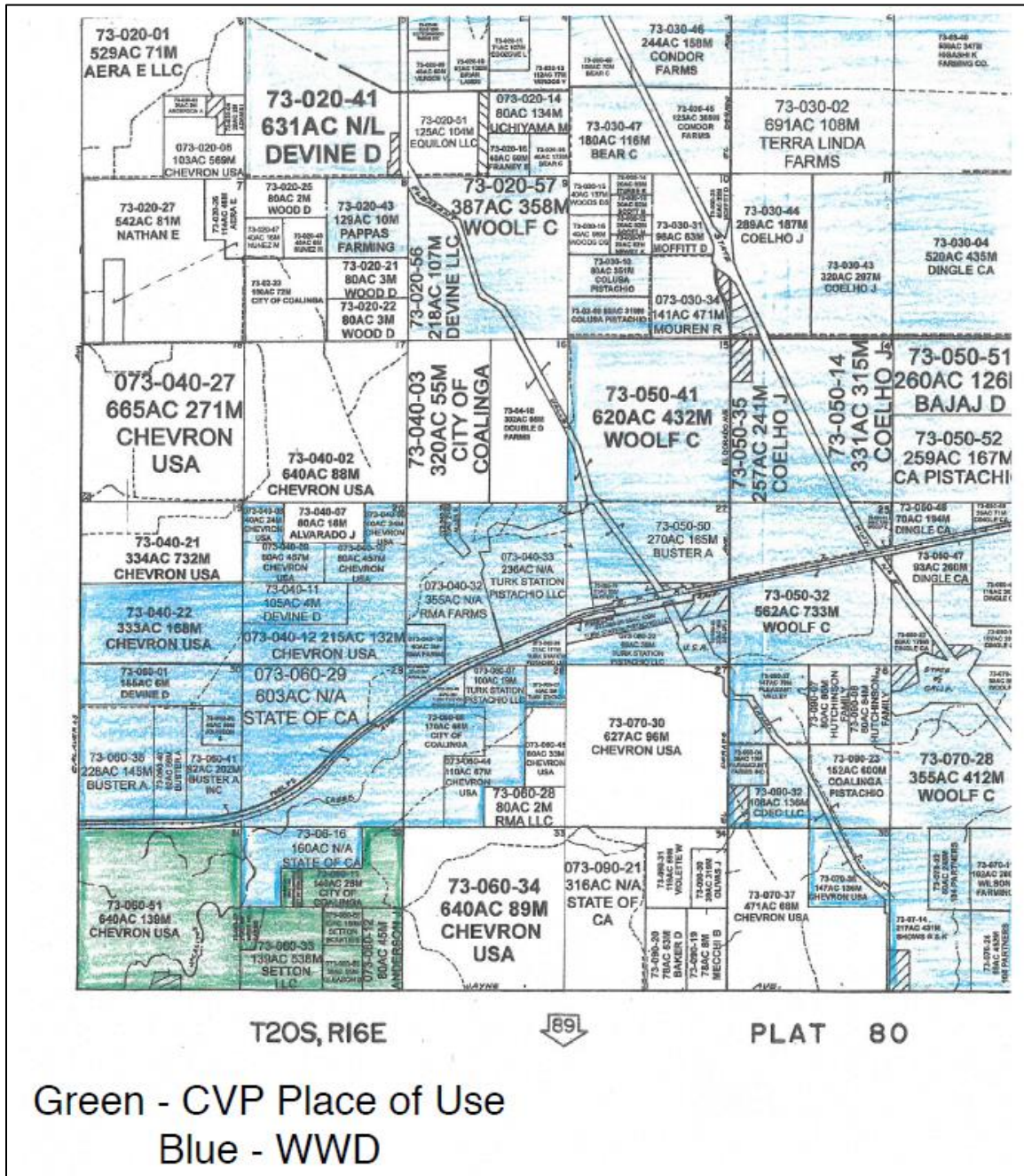
(All sections shaded that are left of right two columns of sections)



Attachment 1 (cont.)

Maps of Farm Parcels in Green that can be Served by City of Coalinga

(Lower left two sections on bottom row only)



Attachment 2

CONTACT LIST PLEASANT VALLEY WATER CONVEYANCE PARTNERS

Sutter Avenue Coalinga CA, LP 25% ;

Lessee, Rod Stiefvater, 661-809-5199, rod@rtsag.com

Landowner, Gladstone, Kyle Murai, 949-735-2737, kyle.n@gladstoneland.com

1521 Westbranch Drive, Suite 100

McLean, VA 22102

Farm Manager, Mark Lovelace, 559-217-1801, lovelacemark@sbcglobal.net

520 W Houston

Coalinga, CA 93210

West Lost Hills Road Coalinga CA, LP (formerly Wood Ag Management, Inc) 12.5%

Lessee, Dave Wood, 559-432-5164, davidewood@wood-ag.com

652 W. Cromewell Ave., Suite 103

Fresno, CA 93711

Farm Manager, Rex Buchanan, 559-859-1202, rbuchanan@wood-ag.com

Landowner, Gladstone, Kyle Murai, 949-735-2737, kyle.n@gladstoneland.com

1521 Westbranch Drive, Suite 100

McLean, VA 22102

Firestone Avenue Coalinga CA, LP (formerly Devine Farms, LLC) 12.5%

Lessee, Rod Stiefvater, 661-809-5199, rod@rtsag.com

Landowner, Gladstone, Kyle Murai, 949-735-2737, kyle.n@gladstoneland.com

1521 Westbranch Drive, Suite 100

McLean, VA 22102

NBInv AF4, LLC 25% ;

Manager, Agriglobe, Phillip Christensen, 559-439-7490, p.christensen@agriglobe.com

Farm Manager, Taylor & Jeff Schmiedier, Taylor 559-349-7776,

tschmied002@gmail.com

2787 W. Bullard Ave., Suite 106

Fresno, CA 93711

NK Development 18.75% ;

James Nichols, 559-772-1582, james@nicholsfarms.com

Chuck Nichols, 559-772-4111, chuck@nicholsfarms.com

Farm Manager, Joe, 559-707-4650

13762 1st Ave.

Hanford, CA 93230

Kreyenhagen Family, LLC

6.25%

Scott Kreyenhagen (Signator), skreyenhagen@gmail.com

PO Box 270114

Louisville, CO 80027

James Kreyenhagen, jim.kreyenhagen@gmail.com

Accounting & Water Order

Water Wise, Sarah Woolf, 559-341-0174, sarahwoolf@me.com

4955 E. Andersen, Suite 110

Fresno, CA 93727

Billing and Meter Reading

James Nichols, 559-772-1582, james@nicholsfarms.com

13762 1st Ave.

Hanford, CA 93230

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

Subject: Receive and File Housing Successor Agency Annual Report for Fiscal Year 2022-2023
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Mai Vang, Financial Services Director

I. RECOMMENDATION:

Financial Services Director recommends the City Council receive and file the Housing Successor Agency Annual Report for Fiscal Year 2022-23.

II. BACKGROUND:

Staff is presenting the attached Housing Successor Agency Annual Report for Fiscal Year 2022-23 to the City Council, serving as the Housing Successor Agency of the former Coalinga Redevelopment Agency. The annual report is required by State law and details compliance with various expenditure, production, and property disposition requirements.

III. DISCUSSION:

The City of Coalinga ("City") is the Housing Successor Agency ("Housing Successor") to the former Coalinga Redevelopment Agency ("Agency"). Health and Safety Code ("HSC") Section 34176.1 (enacted by Senate Bill 341 and related legislation) requires the Housing Successor to prepare an annual report documenting compliance with expenditure proportionality and other requirements pertaining to its Low and Moderate Income Housing Asset Fund ("Housing Asset Fund"). It reports on the activities of the Housing Successor over the prior year while also measuring compliance with certain statutory limits within a five-year period. The first five-year period ended with the Fiscal Year ("FY") 2018-19 report. The report is due to the California Department of Housing and Community Development ("HCD") by April 1st annually, and the City has consistently met this deadline. The report must also be presented to City Council and posted on the City's website.

All California redevelopment agencies were dissolved by State law on February 1, 2012. The former Agency's affordable housing rights, powers, assets, liabilities, duties, and obligations, excluding any amounts in the Agency's Housing Asset Fund, were transferred to the City as the Housing Successor Agency. Housing assets and liabilities were transferred to the City through a Housing Asset Transfer Form ("HAT") approved by the Department of Finance ("DOF") on December 15, 2012.

Housing Successor staff and consultants have prepared the Housing Successor Agency Annual Report for FY 2022-23 to comply with reporting requirements. The report is being presented to City Council to receive and file. Staff will also submit the report to HCD. Following is a summary of compliance with HSC 34176.1 as of FY 2022-23.

Low and Moderate Income Housing Asset Fund Activity

The Housing Asset Fund includes all assets that were transferred from the former Agency to the Housing Successor upon redevelopment dissolution. The assets included:

- Real properties, and
- Loan/grants receivable

As of June 30, 2023, the Housing Asset Fund balance was \$1,587,495, including a cash balance of \$1,600,214.

The Housing Successor received \$69,140 in deposits in FY 2022-23. The source of the deposits was interest, loan repayments, and the sale of property. The Housing Successor also spent \$24,420 on administrative items in FY 2022-23. The law sets an annual limit on administrative expenses of \$200,000 per year, adjusted annually for inflation. Coalinga has spent well below the annual limit every year.

Property Disposition

The Agency transferred three real properties to the Housing Successor. The Housing Successor is developing a strategy for each property's disposition or development, taking several factors into consideration, including whether it is more beneficial to develop properties to provide housing, or to receive sales proceeds to spend on affordable housing activities within the expenditure limitations set by the HSC. As of the FY 2022-23 report, one of three properties is slated to receive funding for an affordable housing project, and one has a pending sale agreement. Two of the properties remain vacant, while one hosts a community garden on part of its land.

Properties must be developed with affordable housing or be in the process of being sold within five years of DOF approving the Housing Asset Transfer form. If more time is needed state law allows a five-year extension to be enacted by the City Council. A resolution was adopted by the Housing Successor enabling this extension to December 15, 2022. Staff completed the necessary requirements including declaring the properties as "surplus" under the Surplus Lands Act ("SLA") by the deadline and is proceeding with their disposal.

Outstanding Inclusionary and Replacement Housing Obligations

The Agency did not have any outstanding inclusionary or replacement housing obligations at the time of dissolution. There are no outstanding inclusionary or replacement housing obligations to be fulfilled by the Housing Successor.

Income & Age Proportionality

If housing successors expend money on projects, State law requires at least 30% to be spent on extremely low income rental housing in a five-year period, among other restrictions. The first five-year compliance period ended on June 30, 2019. The current period beginning with FY 2019-20 will end on June 30, 2024. So far during this period, the Housing Successor has not spent Housing Asset Fund monies on income-contingent housing projects.

State law also sets a limit of 50% on the portion of deed-restricted rental housing that may be restricted to seniors if assisted by the City or former Agency in the prior ten years. The City and former Agency did not assist the construction of any senior rental units in the prior ten years; therefore, the Agency is in compliance.

Excess Surplus

Senate Bill 341 reinstated a requirement to prevent housing successors from accumulating an excess surplus, which is generally defined as unencumbered cash that exceeds the greater of \$1 million or the aggregate amount deposited into the Housing Asset Fund in the preceding four years.

State law requires the Housing Successor to spend or encumber any future excess surplus within three fiscal years of acquiring the surplus. If the surplus is not spent within the allotted timeframe, all remaining surplus funds will be remitted to HCD for statewide housing projects.

The Housing Asset Fund had an unencumbered cash balance of \$907,764 (based on a beginning cash balance of \$1,607,764, less \$700,000 encumbered for a senior housing project). The Housing Successor therefore has no excess surplus because the unencumbered cash balance is less than \$1 million.

Homeownership Unit Inventory

State law requires the annual report to contain an inventory of any homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies. The Housing Successor inventory includes 24 assisted homeownership units with affordability restrictions.

IV. ALTERNATIVES:

Not accept the Annual Report (not recommended)

V. FISCAL IMPACT:

There will be no impact to the General Fund at this time.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Coalinga_Housing_Successor_Annual_Report_22-23_3.12.24.pdf	FY22/23 Housing Successor Annual Report
<input type="checkbox"/> Attachment_A_Coalinga_Housing_Asset_Form.pdf	Attachment A: Housing Asset Form 2012
<input type="checkbox"/> Attachment_B_Coalinga_Meet_and_Confer_2012_DOI_Letter_(Locust_Property).pdf	Attachment B: Meet and Confer 2012 DOI Letter (Locust Property)

HOUSING SUCCESSOR ANNUAL REPORT

City of Coalinga

Fiscal Year 2022-23



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INTRODUCTION

The City of Coalinga (“City”) is required by Health and Safety Code (“HSC”) Section 34176.1(f) to present information on expenditures and activities of the Housing Successor Agency annually. This 2022-23 Housing Successor Annual Report (“Annual Report”) fulfills the HSC requirement and presents information pertaining to certain five- and ten-year planning periods as described herein.

HOUSING SUCCESSOR

The City is the Housing Successor Agency (“Housing Successor”) to the former Coalinga Redevelopment Agency (“Agency”), which was dissolved like all other redevelopment agencies statewide in 2012. At the time of dissolution, a housing successor was to be selected to transfer and be responsible for the remaining assets and liabilities of a former redevelopment agency. The City elected to be the Housing Successor by adoption of Resolution No. 3489 dated January 12, 2012. The Housing Successor is responsible for maintaining housing assets transferred from the former Agency. Its main goal is to provide affordable housing for City residents with these remaining assets, until they are exhausted.

SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

This Annual Report is limited to the City’s activities as it relates to its role as a housing successor, rather than all housing functions of the City in general. This Annual Report describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. The current five-year compliance period began on July 1, 2019 and ends June 30, 2024; 2022-23 is the fourth fiscal year in the compliance period.

The Annual Report is due to the State of California (“State”) Department of Housing and Community Development (“HCD”) by April 1 annually and must be accompanied by an independent financial audit. The City’s audited financial statements will be posted on the City’s website when available. This Annual Report is an addendum to the Housing Element Annual Progress Report required by Government Code Section 65400, which is submitted to HCD by April 1 annually.

ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer (“HAT”) form that provided an inventory of all housing assets transferred from the Agency to the Housing Successor. This included:

1. Real properties;
2. Personal Property;
3. Low and Moderate Income Housing Fund (“LMIHF”) encumbrances;
4. Loans/Grants Receivables; and
5. Deferrals.

For the Housing Successor, all items on the HAT were approved by the California Department of Finance (“DOF”) on December 15, 2012. It is important to distinguish that Housing Successor assets that were not transferred from the former Agency or generated by or purchased with assets from the former Agency, are not subject to HSC Section 34176.1.

A copy of the HAT is provided as Appendix 1.

BACKGROUND

This section summarizes the legal requirements for use of housing successor assets that are addressed in this Annual Report.

LEGAL REQUIREMENTS PERTAINING TO HOUSING SUCCESSORS

In general, housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets, which are detailed in the following section of this report.

2. Housing successors may not accumulate an “excess surplus,” or a high unencumbered cash balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of the DOF approving the HAT.

Appendix 2 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

PERMITTED USES OF HOUSING ASSET FUNDS

Pursuant to HSC Section 34176.1, former Agency assets and the revenues generated by those assets, are maintained in a Low and Moderate Income Housing Asset Fund (“Housing Asset Fund,” fund 815). The Housing Asset Fund replaced the former Agency’s Low and Moderate Income Housing Fund. Housing Asset Funds may be spent on:

- **Administrative costs** for operation of the housing successor agency. The law allows a housing successor to spend the greater of:
 - \$200,000 per year adjusted annually for inflation, or
 - 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT (“Portfolio”), whichever is greater.

According to HCD, the \$200,000 limit adjusted for inflation in FY 2022-23 was \$254,500. The Housing Successor’s FY 2022-23 Portfolio value was \$2,761,003, of which 5% is \$138,050. The FY 2022-23 administrative cost limit published by HCD is the higher figure and therefore the applicable limit.

- **Homeless prevention and rapid rehousing services** up to \$250,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012.
- **Affordable housing development** assisting households up to 80 percent of the Area Median Income (“AMI”), subject to specific income and age targets over a five-year period.

Five-Year Income Proportionality on Development Expenditures: Any Housing Asset Funds may be spent on development of affordable housing projects affordable to low, very low, and extremely low income households. HSC 34176.1(a)(3)(D) defines “development” as “new construction, acquisition and rehabilitation, substantial rehabilitation as defined in HSC Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in HSC Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code.”

Over each five-year compliance period, the current one beginning July 1, 2019, at least 30 percent of such development expenditures must assist extremely low income households (30% of AMI), while no more than 20 percent may assist low income households (between 60-80% of AMI). The balance of the funds may be used on very low income households (defined as households earning between 30% and 60% of AMI).

The Housing Successor met all the requirements for expenditures by income level in the first five-year compliance period from January 1, 2014 through June 30, 2019. The second, and current, five-year compliance period is July 1, 2019 to June 30, 2024, for which the Housing Successor is on track to meet all expenditure requirements.

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% of AMI, as long as it was 20 percent or less of the total expenditures during the five-year compliance period.

Should a housing successor not spend at least 30% of its development expenditures for extremely low income households, or exceeds the amount spent on low income households, future expenditures are subject to greater restriction until these proportionality targets are met.

Specifically, if a housing successor is unable to spend at least 30% of its development expenditures on extremely low income units, it is required to increase this spending to 50% until compliant with the 30% threshold; a housing successor that spends more than 20% of

its development expenditures on low income units cannot spend any further funds on low income developments until it is at or below the 20% threshold.

As such, tracking these expenditures and their progress over the corresponding five-year period is an important function of this Annual Report.

Ten-Year Age Proportionality: If more than 50% of the total aggregate number of rental units produced by the city, housing successor, or former redevelopment agency during the past 10 years are restricted to seniors, the housing successor may not spend more Housing Asset Funds on senior rental housing.

It is important to stress that Housing Successor expenditure and production requirements are measured on different timeframes:

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance is evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance is evaluated over a fixed five-year period set by law, the current period being July 1, 2019 to June 30, 2024.
- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance is evaluated based on a rolling ten-year period that is different every year, the current period being FY 2022-23 to 2031-32

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

State law limits how much cash a housing successor may retain, and if it fails to commit and spend these dollars in a reasonable timeframe, ultimately penalizes the housing successor by requiring unspent funds to be transferred to HCD for use on State housing programs.

HSC Section 34176.1(d) establishes a limit, known as an “excess surplus” on the amount of unencumbered Housing Asset Funds based on the greater of the following:

- \$1,000,000, or
- The total amount of deposits made into the Housing Asset Fund over the preceding four years.

Only amounts in excess of this threshold are considered an excess surplus. Once an excess surplus is determined, a housing successor must account for these funds separately and encumber said monies within three years. If after the third year the excess surplus has not been fully encumbered, the remaining balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

As part of the Annual Report, a housing successor must disclose any excess surplus and describe the housing successor's plan for eliminating this excess surplus.

HOUSING ASSET FUND ACTIVITY

For FY 2022-23 the Housing Successor has the following activities reported in the Housing Asset Fund.

DEPOSITS

As shown in Table 1, the Housing Successor deposited \$69,140 into the Housing Asset Fund, consisting of \$6,819 in earned interest, \$4,400 in revenues from repaid loans as part of prior Housing Asset Fund programs, and \$57,921 from a property at 303 Locust Avenue.

Table 1 Housing Asset Fund Deposits FY 2022-23	
Balance Type	Amount
Interest Earned	\$ 6,819
Housing Asset Fund Program Inc	\$ 4,400
Property Sale	\$ 57,921
Total	\$ 69,140
<i>Source: City of Coalinga</i>	

EXPENDITURES

The Housing Successor expended \$24,420 in FY 2022-23. This consisted of \$350 from a Community Development Block Grant (CDBG) expense and \$24,070 in professional services contracts. All administrative expenses are well under the expected administrative cost limit for FY 2022-23. This is

consistent with the previous five-year compliance period where the Housing Successor did not report expenses higher than the annual limits.

ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance as of June 30, 2023 was \$1,587,495 as summarized in Table 2. Of the total balance, \$1,600,214 was cash.

Table 2 Housing Asset Fund Ending Balance FY 2022-23	
Balance Type	Amount
Claim on Cash	\$ 1,600,214
Interest Receivable	3,471
Note Receivable- Warthan Apartments	1,500,000
Note Receivable- Other	1,061,003
Land Assets	165,000
Deferred Revenue	(2,561,003)
Prior Period Adjustment	(177,000)
Accounts Payable (Pending)	(4,189)
Ending Balance	\$ 1,587,495

Source: City of Coalinga

HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio as of FY 2022-23 includes three properties, and 25 remaining loans receivable that were originally transferred from the former Agency. The Portfolio had a value of \$2,761,003 as of FY 2022-23, as detailed in Table 3.

Table 3
Portfolio Value of Real Properties and Loans Receivable

Asset	Amount
Real Properties¹	
(1) 180 Pierce Street (APN 071-123-18)	37,000
(2) APNs 083-020-56ST, 083-020-58ST, and 083-020-59ST	30,000
(3) APN 071-162-16S	133,000
Subtotal	\$ 200,000
Loans Receivable	
Warthan Apartments	1,500,000
First Time Homebuyer & Rehabilitation	1,061,003
Subtotal	\$ 2,561,003
Total Portfolio Value	\$ 2,761,003

Source: City of Coalinga

¹ Number in parentheses references HAT number

REAL PROPERTY AND DISPOSITION STATUS

HSC Section 34176.1(e) requires that all real properties acquired by the Agency prior to February 1, 2012 and transferred to the City be developed for affordable housing purposes or disposed of within five years from the date DOF approved the HAT Form, or December 15, 2017. If the City is unable to meet this deadline, the law allows for a five-year extension via adoption of a resolution (HSC Sec. 33334.16). The City adopted Resolution No. 3956 extending the property disposition deadline to December 15, 2022. Since that deadline, the City has begun the process to dispose of all properties, including clearing all requirements of the Surplus Land Act (“SLA”). If the properties are still owned by the Housing Successor and are not developed for affordable housing purposes by the deadline, the law indicates the properties shall be sold and the proceeds deposited in the Housing Asset Fund.

The Agency transferred three real properties to the Housing Successor on the Housing Asset Transfer form. Property one (1) at 180 Pierce Street is currently hosting a community garden. Some time ago the Agency entered into a lease agreement with a local resident to manage the garden for \$1 per year. The Agency plans to donate this property for continued use as a community garden to an interested party upon their acquisition of nonprofit status. Property two (2) is located on Elm Avenue. It includes the remaining three parcels listed in Table 3. Part of this site (APNs 083-020-60ST & 083-080-63ST) was sold to Coalinga Family Associates as part of a new affordable housing development. The development

was awarded State funding from the Affordable Housing & Sustainable Communities (“AHSC”) program to construct 76 affordable multi-family housing units. The remaining parcels include two that host a condemned asbestos superfund site and one vacant lot. These parcels are part of a plan for a new road extension, connecting to nearby Forrest Avenue, though this will still leave a majority of the site untouched. Property three (3) is to be sold soon to Self-Help Enterprises, with a sale agreement pending City Council approval. Self-Help Enterprises is currently working in collaboration with the City’s Public Works and Planning Departments to advance the feasibility process. Additionally, properties two (2) and three (3) both went through the SLA process to further their eventual sale.

LOANS RECEIVABLE

50 loans and seven grants were transferred from the former Agency to the Housing Successor as part of the HAT approved by DOF on December 15, 2012. They were classified in two programs:

- Homeowner Rehabilitation Loans & Grants (23): The former Agency transferred 16 homeowner rehabilitation loans to the Housing Successor. Monies loaned under this program could be used for a variety of rehabilitation projects to improve properties owned by qualifying residents. In addition, there were 7 grants transferred under this rehabilitation program.
- First Time Homebuyer Loans (34): There were 34 First Time Homebuyer loans transferred from the former Agency to the Housing Successor. These loans were used to assist qualified residents in purchasing their first home.

Since the original transfer, approximately thirty of the loans have been repaid or forgiven, leaving an outstanding balance of approximately \$1.2 million in first time homebuyer and rehabilitation loans receivable.

In addition, the Housing Successor loaned \$1,500,000 to Warthan Place Investors, LP for the construction of Warthan Apartments, subsequent to the HAT. This allocation was in the form of a residual receipts loan and will be repaid through residual operating receipts at a 1% interest rate.

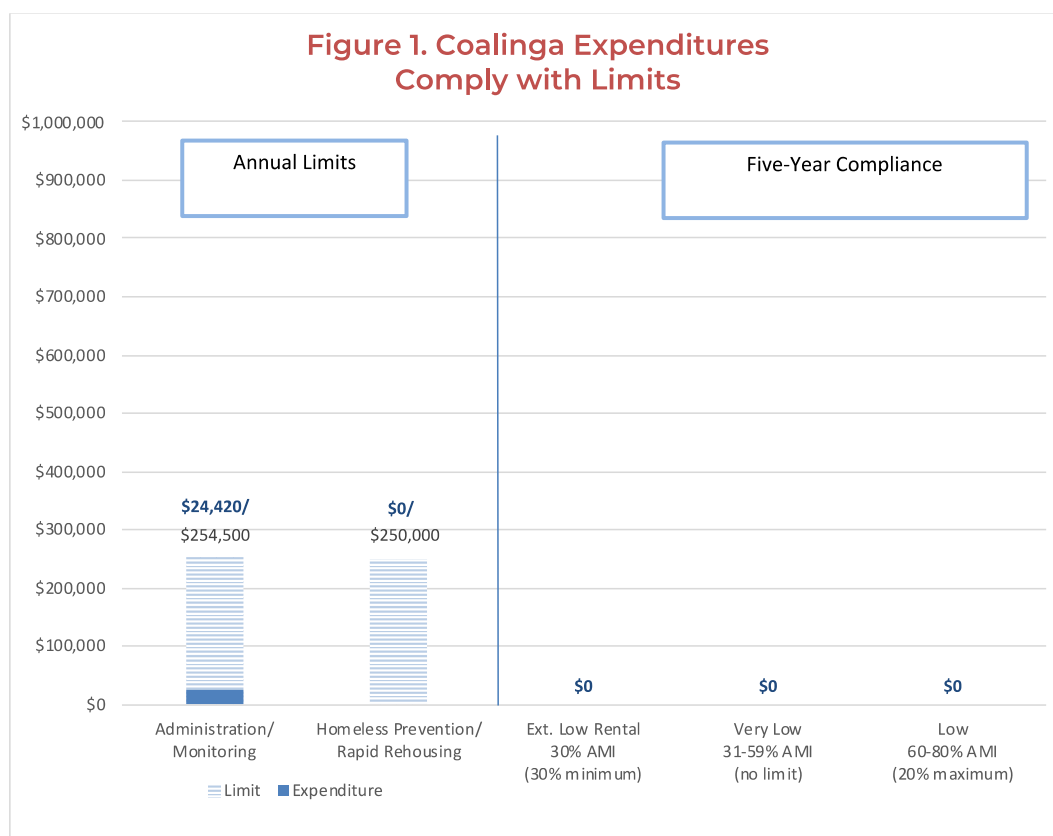
COMPLIANCE WITH EXPENDITURE & PRODUCTION LIMITS

During the FY 2022-23, the Housing Successor was in compliance with all annual and five- to ten year planning period requirements as described in this section.

PROPORTIONALITY REQUIREMENTS

As summarized in Figure 1, the Housing Successor fully complied with all Housing Asset Fund spending restrictions in FY 2022-23, including five-year compliance period income targeting requirements:

- Administrative costs of \$24,420 did not exceed the maximum amount for FY 2022-23.
- No homeless prevention or rapid rehousing expenses were made in FY 2022-23.
- No affordable housing development-related expenditures were made in FY 2022-23. Therefore, the five-year compliance period income targets have not been triggered thus far.



The Housing Successor will ensure it continues to meet all expenditure requirements going forward, throughout this five-year compliance period of July 1, 2019 through June 30, 2024 and future five-year compliance periods.

Failure to comply with the extremely low income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of remaining funds be spent on extremely low

income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% of AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on these income categories until in compliance.

SENIOR RENTAL HOUSING LIMIT COMPLIANCE

The Housing Successor complies with the limit allowing no more than 50 percent of the total aggregate number of rental units produced within the preceding ten years to be restricted to seniors. The Housing Successor, City, and former Agency assisted no deed-restricted rental units restricted to seniors in the last ten years.

EXCESS SURPLUS

The Housing Asset Fund may not accumulate an “excess surplus,” an unencumbered amount that exceeds the greater of \$1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing.

In 2020, The Housing Successor encumbered \$700,000 in funds for a 32 unit senior housing project at the intersection of Elm and Walnut Avenues. The funds have not yet been distributed but they remain allocated for the purposes of helping this development. Due to this encumbrance, the Housing Successor accumulated no excess surplus in FY 2022-23 because its beginning unencumbered cash balance was \$907,764, which is less than the \$1 million statutory limit, as shown in Table 4.

Table 4
Excess Surplus

Step 1: Determine Unencumbered Cash Balance From Financials			
FY 22-23 Beginning Cash Balance	\$	1,607,764	
Less: Encumbered Funds	\$	700,000	
Unencumbered Amount			\$ 907,764
Step 2: Determine Greater of \$1M or Last 4 Deposits			
\$1 Million, or	\$	1,000,000	
Last 4 years' deposits	\$	734,456	
2021-22	\$	419,111	
2020-21	\$	6,521	
2019-20	\$	127,774	
2018-19	\$	181,050	
Result: Larger Number			\$ 1,000,000
Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any			
(1) Unencumbered Amount	\$	907,764	
(2) Less: Larger Number From Step 2	\$	1,000,000	
Excess Surplus			None
<i>Source: City of Coalinga</i>			

The Housing Successor must expend any excess surplus within three fiscal years of acquiring it. If the Housing Successor fails to comply with this requirement, any remaining excess surplus funds must be transferred to HCD.

OTHER INFORMATION

TRANSFERS TO OTHER HOUSING SUCCESSORS

There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1.

HOMEOWNERSHIP UNIT INVENTORY

Table 5 below presents an inventory of homeowner and rental affordable units assisted by the former Agency or Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies.

Table 5
Homeownership Unit Inventory

Project Name / Address	Loan No.	Program	Agreement Date
298 East Houston Street	9068	RDA	8/8/08
140 Monroe Street/P.O.Box 346	9779	RDA	11/2/09
140 Monroe Street/P.O.Box 346	9752	RDA	11/2/09
1404 North Nevada/P.O.Box 162	8998	RDA	4/30/08
215 Warthan Street	10145	RDA	12/3/10
235 Tyler Street	8984	RDA	2/27/08
236 Coolidge Street	9930	RDA	9/29/10
120 Appaloosa Court	9011	RDA	2/21/08
835 Mustang Way	10299	RDA	5/23/11
110 Madison Street	9269	RDA	9/18/08
196 East Harrison	9740	RDA	12/29/09
236 East Cherry Lane	9497	RDA	10/20/09
445 West Pleasant Street	9650	RDA	11/18/09
303 Locust Avenue	9440	RDA	4/1/09
989 North Princeton Avenue	10255	RDA	4/7/11
144 Arabia/144 Arabian	9507	RDA	5/5/09
209 South Princeton Avenue	9530	RDA	5/7/09
196 Hover Street	9931	RDA	7/23/10
231 South Thompson	13566	RDA	8/16/17
204 North Coalinga	9023	RDA	8/8/08
159 East Ivy Avenue	9800	RDA	4/2/10
143 Palamino Street	9066	RDA	4/18/08
325 East Houston	9986	RDA	5/13/10
325 East Houston	9336	RDA	2/19/09
445 West Pleasant Street	9650	RDA	11/18/09

APPENDIX 1 – HOUSING ASSET TRANSFER FORM

Attached separately as **Attachment A** and **Attachment B**.

APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

<i>Health and Safety Code Section 34176.1(f)</i>	
Housing Asset Fund Revenues & Expenditures	<p>Total amount deposited in the Housing Asset Fund for the fiscal year.</p> <p>Amount of deposits funded by a Recognized Obligation Payment Schedule (“ROPS”).</p> <p>Statement of balance at the close of the fiscal year.</p> <p>Description of Expenditures for the fiscal year, broken out as follows:</p> <ul style="list-style-type: none"> • Homeless prevention and rapid rehousing • Administrative and monitoring • Housing development expenses by income level assisted <p>Description of any transfers to another housing successor for a joint project.</p>
Other Assets and Active Projects	<p>Description of any project(s) funded through the ROPS.</p> <p>Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already developed with affordable housing).</p> <p>Other “portfolio” balances, including:</p> <ul style="list-style-type: none"> • Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund • Value of loans and grants receivable <p>Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency’s investment of monies from the Low and Moderate Income Housing Fund.</p>
Obligations & Proportionality	<p>Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor.</p> <p>Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle.</p> <p>Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies.</p> <p>Amount of any excess surplus, and, if any, the plan for eliminating it.</p>

APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
Administration and Compliance Monitoring <i>Annual Limit</i>	\$254,500 maximum for FY 2022-23. (limit varies each year)	Administrative activities such as: <ul style="list-style-type: none"> Professional services (consultant fees, auditor fees, etc.) Staff salaries, benefits, and overhead for time spent on Housing Successor administration Compliance monitoring to ensure compliance with affordable housing and loan agreements Property maintenance at Housing Successor-owned properties <p>Capped at \$200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT ("Portfolio"), whichever is greater.</p>
Homeless Prevention and Rapid Rehousing Solutions <i>Annual Limit</i>	\$250,000 maximum per fiscal year	<ul style="list-style-type: none"> Services for individuals and families who are homeless or would be homeless but for this assistance, including: Contributions toward the construction of local or regional homeless shelters Housing relocation and stabilization services including housing search, mediation, or outreach to property owners Short-term or medium-term rental assistance Security or utility deposits Utility payments Moving cost assistance Credit repair Case management Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	"Development" includes: <ul style="list-style-type: none"> New construction Acquisition and rehabilitation Substantial rehabilitation Acquisition of long-term affordability covenants on multifamily units Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

Health and Safety Code Section 34176.1

Expense Category	Limits	Allowable Uses
	<p>Income Targets</p> <p><i>Fixed Five-Year Compliance Period</i></p> <p><i>(FY 2019-20 to 2023-24)</i></p>	<p>Every five years (currently FYs 2020-2024), Housing Asset Funds must meet income targets:</p> <ul style="list-style-type: none"> • At least 30% on extremely low income rental households (up to 30% AMI or “Area Median Income”) • No more than 20% on low income households (60-80% AMI) <p>Moderate and above moderate income households may not be assisted (above 80% AMI).</p> <p>Failure to comply with the extremely low income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance.</p> <p>Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.</p>
	<p>Age Targets</p> <p><i>Rolling Ten-Year Period</i></p>	<p>For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.</p>

**DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)**

Former Redevelopment Agency: Redevelopment Agency of the City of Coalinga

Successor Agency to the Former
Redevelopment Agency: City of Coalinga

Entity Assuming the Housing Functions
of the former Redevelopment Agency: City of Coalinga

Entity Assuming the Housing Functions
Contact Name: Darrel L. Pyle Title City Manager Phone (559) 935-1533 x113 E-Mail Address dpyle@coalinga.com

Entity Assuming the Housing Functions
Contact Name: Shannon Jensen Title Economic Development Assistant Phone (559) 935-1533 x150 E-Mail Address sjensen@coalinga.com


All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	<input checked="" type="checkbox"/>
Exhibit B- Personal Property	<input type="checkbox"/>
Exhibit C - Low-Mod Encumbrances	<input type="checkbox"/>
Exhibit D - Loans/Grants Receivables	<input checked="" type="checkbox"/>
Exhibit E - Rents/Operations	<input type="checkbox"/>
Exhibit F- Rents	<input type="checkbox"/>
Exhibit G - Deferrals	<input type="checkbox"/>

Prepared By: _____

Date Prepared: _____

City of Coalinga
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Vacant SFR Lot	180 Pierce Street APN: 071-123-18	\$17,000	11,250	11,250	No		1-Feb-12	N/A	\$17,000	N/A	15-Dec-10	Fee Title
2	Vacant Land	083-020-58st (portion) 083-020-63st 083-020-60st 083-020-56st (portion)	\$30,000	625,086	625,086	No		1-Feb-12	N/A	\$30,000	N/A	17-Jan-08	Fee Title
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a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

City of Coalinga
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

City of Coalinga
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

City of Coalinga
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
1	Loan	3,800.00	10/20/2003	1650 Willow Springs*	1st Time Homebuyer	Yes	11/20/2013	0%	3,800.00
2	Loan	3,388.00	9/3/2003	1630 Willow*	1st Time Homebuyer	Yes	10/3/2013	0%	3,388.00
3	Loan	3,000.00	11/23/2004	1676 Saltbrush*	1st Time Homebuyer	Yes	12/23/2014	0%	3,000.00
4	Loan	3,800.00	7/19/2004	267 Warthan Street*	1st Time Homebuyer	Yes	8/19/2014	0%	3,800.00
5	Loan	2,454.15	7/19/2002	252 Yale*	1st Time Homebuyer	Yes	7/19/2012	0%	2,454.15
6	Loan	2,762.70	7/30/2002	765 S. Monterey*	1st Time Homebuyer	Yes	8/30/2012	0%	2,762.70
7	Loan	3,800.00	9/24/2003	201 Willow*	1st Time Homebuyer	Yes	10/24/2013	0%	3,800.00
8	Loan	3,503.00	7/1/2002	271 Harrison*	1st Time Homebuyer	Yes	8/7/2012	0%	3,503.00
9	Loan	3,800.00	7/9/2004	418 Forest Court*	1st Time Homebuyer	Yes	8/9/2014	0%	3,800.00
10	Loan	2,758.50	10/20/2003	155 N. Hayes Street*	1st Time Homebuyer	Yes	11/20/2013	0%	2,758.50
11	Loan	1,639.50	8/23/2002	139 East Ivy*	1st Time Homebuyer	Yes	9/26/2012	0%	1,639.50
12	Loan	2,462.00	3/12/2004	1291 Sunflower*	1st Time Homebuyer	Yes	4/12/2014	0%	2,462.00
13	Loan	58,549.00	8/8/2008	298 East Houston St*	1st Time Homebuyer	Yes	8/8/2038	0%	58,549.00
14	Loan	29,758.00	11/2/2009	140 Monroe Steet*	1st Time Homebuyer	Yes	11/2/2039	0%	29,758.00
15	Loan	35,242.00	11/2/2009	140 Monroe Steet*	1st Time Homebuyer	Yes	11/2/2039	0%	35,242.00
16	Loan	43,867.00	2/26/2010	206 Fresno Street*	1st Time Homebuyer	Yes	2/26/2040		43,867.00
17	Loan	65,000.00	4/30/2008	1404 N. Nevada*	1st Time Homebuyer	Yes	4/30/2038	0%	65,000.00
18	Loan	50,000.00	12/3/2010	215 Warthan Street*	1st Time Homebuyer	Yes	12/3/2040	0%	50,000.00
19	Grant	5,100.00	5/12/2011	252 Monroe Street*	Rehabilitation	Yes	5/1/2014		5,100.00
20	Loan	37,870.63	2/27/2008	235 Tyler Street*	Rehabilitation	Yes	2/27/2038	0%	37,870.63
21	Loan	91,497.61	2/2/2011	219 Jackson Street*	Rehabilitation	Yes	2/2/2041	0%	91,497.61
22	Grant	3,000.00	2/28/2011	219 Jackson Street*	Rehabilitation	Yes	2/1/2014		3,000.00
23	Loan	65,000.00	2/21/2008	120 Appaloosa Court*	1st Time Homebuyer	Yes	2/21/2038	0%	65,000.00
24	Loan	61,000.00	5/23/2011	835 Mustang Way*	1st Time Homebuyer	Yes	5/23/2041	0%	61,000.00
25	Loan	64,166.00	9/18/2008	110 Madison Street*	1st Time Homebuyer	Yes	9/1/2038	0%	64,166.00
26	Loan	11,495.00	12/29/2009	196 E. Houston*	1st Time Homebuyer	Yes	12/29/2039	0%	11,495.00
27	Loan	52,685.00	2/28/2011	210 W. Harvard Avenue*	Rehabilitation	Yes	2/28/2041	0%	52,685.00
28	Grant	5,000.00	2/28/2011	210 W. Harvard Avenue*	Rehabilitation	Yes	2/1/2014		5,000.00
29	Loan	51,163.59	3/30/2010	217 Grant Street*	Rehabilitation	Yes	3/30/2040	0%	51,163.59
30	Loan	84,831.00	10/20/2009	236 E. Cherry Lane*	Rehabilitation	Yes	10/20/2039	0%	84,831.00
31	Loan	8,737.00	10/20/2009	236 E. Cherry Lane*	Rehabilitation	Yes	10/20/2039	0%	8,737.00
32	Grant	7,775.00	10/20/2009	236 E. Cherry Lane*	Rehabilitation	Yes	10/1/2012		7,775.00
33	Loan	39,439.00	11/18/2009	445 W. Pleasant Street*	Rehabilitation	Yes	11/18/2039	0%	39,439.00
34	Loan	65,000.00	3/24/2010	241 Lincoln St*	1st Time Homebuyer	Yes	3/24/2040	0%	65,000.00
35	Loan	57,696.00	4/1/2009	303 Locust Avenue*	1st Time Homebuyer	Yes	4/1/2039	0%	57,696.00

36	Loan		13,356.79	4/7/2011	989 N. Princeton Avenue*	1st Time Homebuyer	Yes		4/7/2041	0%	13,356.79
37	Loan		65,000.00	6/25/2009	323 Coolidge Street*	1st Time Homebuyer	Yes		6/25/2039	0%	65,000.00
38	Loan		30,000.00	5/5/2009	144 Arabian*	1st Time Homebuyer	Yes		5/5/2039	0%	30,000.00
39	Loan		7,989.00	6/15/2009	149 Monroe Street*	Rehabilitation	Yes		6/18/2039	0%	5,189.00
40	Loan		54,730.00	5/7/2009	209 S. Princeton Avenue*	1st Time Homebuyer	Yes		5/7/2039	0%	54,730.00
41	Loan		49,799.00	4/8/2009	1688 Poppy Meadow Ct.*	1st Time Homebuyer	Yes		4/8/2039	0%	49,799.00
42	Loan		64,725.00	5/7/2009	290 Buckeye Springs Dr.*	1st Time Homebuyer	Yes		5/7/2039	0%	64,725.00
43	Loan		74,610.00	6/18/2009	265 Monroe Street*	Rehabilitation	Yes		6/18/2039	0%	74,610.00
44	Loan		65,425.23	7/23/2010	196 Hover Street*	Rehabilitation	Yes		7/23/2040	0%	65,425.23
45	Grant		3,000.00	7/23/2010	196 Hover Street*	Rehabilitation	Yes		6/1/2013		3,000.00
46	Loan		80,243.00	7/29/2009	454 Adams Street*	Rehabilitation	Yes		7/29/2039	0%	80,243.00
47	Loan		56,317.00	8/8/2008	204 N. Coalinga*	Rehabilitation	Yes		8/8/2038	0%	56,317.00
48	Grant		5,500.00	2/25/2011	501 Pine Street*	Rehabilitation	Yes		2/1/2014		5,500.00
49	Loan		68,946.09	4/2/2010	159 E. Ivy Avenue*	Rehabilitation	Yes		4/2/2040	0%	68,946.09
50	Loan		65,000.00	4/18/2008	1686 Echo Canyon*	1st Time Homebuyer	Yes		4/18/2038	0%	65,000.00
51	Loan		25,415.00	9/29/2010	236 Coolidge Street*	Rehabilitation	Yes		9/29/2010	0%	25,415.00
52	Loan		65,000.00	4/18/2008	143 Palamino Street*	1st Time Homebuyer	Yes		4/18/2038	0%	65,000.00
53	Loan		65,000.00	8/29/2009	255 El Camino Lane*	1st Time Homebuyer	Yes		8/29/2039	0%	65,000.00
54	Loan		57,981.01	2/19/2009	325 E. Houston*	Rehabilitation	Yes		2/19/2039	0%	57,981.01
55	Grant		5,500.00	5/13/2010	325 E. Houston*	Rehabilitation	Yes		5/13/2013		5,500.00
56	Loan		3,000.00	5/13/2010	325 E. Houston*	Rehabilitation	Yes		5/13/2040	0%	3,000.00
57	Loan		28,292.31	9/14/2009	744 N. Monterey Avenue*	1st Time Homebuyer	Yes		9/14/2039		28,292.31

* Names are on file.

City of Coalinga
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
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a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

City of Coalinga
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
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a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

City of Coalinga

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
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**DEPARTMENT OF
FINANCE**

EDMUND G. BROWN JR. - GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

December 15, 2012

Mr. Darrel L. Pyle, City Manager
City of Coalinga
155 W. Durian Avenue
Coalinga, CA 93210

Dear Mr. Pyle:

Subject: Housing Asset Transfer Form

This letter supersedes Finance's Housing Asset Transfer Form letter dated August 31, 2012. Pursuant to Health and Safety Code (HSC) section 34176 (a) (2), the City of Coalinga Successor Agency submitted a Housing Assets Transfer Form (Form) to the California Department of Finance (Finance) on August 1, 2012 for the period February 1, 2012 through August 1, 2012. Finance issued its determination related to those transferred assets on August 31, 2012. Subsequently, the City of Coalinga Successor Agency requested a Meet and Confer session on one or more items that was objected to by Finance.

Finance disputed Exhibit A, Items 1 and 2 – Vacant Property. No documentation was originally provided to indicate the former redevelopment agency's interest in the property, and the preliminary title report for the planned Pacific Estates subdivision did not include a low or moderate-income housing covenant.

Based on a review of additional information and documentation provided to Finance during the Meet and Confer process, Finance has completed its review of those specific items being disputed, and is not objecting to any assets or transfers of assets identified on your Form.

Additionally, Finance is approving the transfer of vacant land (APN 071-162-16S) which was inadvertently not included on the original Form. This is Finance's final determination related to the assets reported on your Form.

Please direct inquiries to Nichelle Thomas, Supervisor or Alexander Watt, Lead Analyst at (916) 445-1546.

Sincerely,

Steve Szalay
Local Government Consultant

cc: On following page

Mr. Darrel Pyle
December 15, 2012
Page 2

cc: Ms. Mari Jimenez, Assistant Financial Service Director, City of Coalinga
Ms. Shannon Jensen, Economic Development Assistant, City of Coalinga
Mr. George Gomez, Account Financial Manager, Fresno County
California State Controller's Office

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

Subject: Notice of Completion for Coalinga Dirt Alley Paving Phase II Project No. 2860 / #3039 CM
Meeting Date: March 21, 2024
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; and authorize the Finance Department to release the 5% construction retention payment to Terra West Construction, 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 7, 2023, the City Council awarded a construction contract to Terra West Construction, Inc. in an amount of \$664,909.00, with an additional 5% contingency of \$33,245.45 set aside for any unforeseen incidentals for a total authorization amount of \$698,154.45.

Construction activities include construction surveying, clearing and grubbing, concrete removal and disposal, alley excavation and grading, forming and pouring of concrete valley gutter, curb and gutter, sidewalk, and alley approaches, placement of HMA pavement section, relocation of existing utility bollards, and adjustment of existing utility covers to finish grade.

A Notice to Proceed was issued to Terra West Construction, Inc. providing 60 working days to complete construction.

III. DISCUSSION:

The project was completed on December 29, 2023. The final contract amount is \$632,377.56 which is \$32,531.44 under the contract. This includes an increase of \$2,605.46 for a change order for additional work at Alley No. 43, and a \$35,136.90 decrease in the final quantity of Asphalt & Aggregate Base and is within the amount approved by City Council on September 7, 2023.

The final inspection was done on January 9, 2024, which included preparation of final punch list of items. The punch list items were completed on February 28, 2024. 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 are not aware of any issues related to this project.

IV. ALTERNATIVES:

None

V. FISCAL IMPACT:

The project was fully funded by Federal Congestion Mitigation Air Quality (CMAQ) (Federal Grant Funds) and TDA (local) Funds. There is no fiscal impact to the General Fund.

ATTACHMENTS:

File Name	Description
 2860_Notice_of_Completion.pdf	Notice of Completion

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The FULL NAME of the OWNER is City of Coalinga
3. The FULL ADDRESS of the OWNER is 155 W. Durian Ave, Coalinga, CA 93210

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In Fee

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or leasee)

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

Names:

Addresses:

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names:

Addresses:

7. All work of improvement on the property hereinafter described was COMPLETED February 28, 2024

8. The work of improvement completed is described as follows: The project included construction surveying, clearing and grubbing, concrete removal and disposal, alley excavation and grading, forming and pouring of concrete valley gutter, curb and gutter, sidewalk, and alley approaches, placement of HMA pavement section, relocation of existing utility bollards, and adjustment of existing utility covers to finish grade.

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Terra West Construction, Inc.

10. 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 of Coalinga
County of Fresno, State of California, and is described as follows:

Coalinga Dirt Alley Paving Phase II Project

Date: _____ Signature of Owner
Or Agent of Owner

Daniel E. Jauregui, City of Coalinga Engineer Representative

Verification for INDIVIDUAL owner:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Fresno, CA

Date and Place

Verification for NON-INDIVIDUAL owner City of Coalinga:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Contract City Engineer of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Fresno, CA

Date and Place

Daniel E. Jauregui, City of Coalinga Engineer Representative

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

Subject: Authorize City Manager to Enter into a Professional Services Agreement with SWCA, Inc. for Environmental Services Related to Trail Segment 3N
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Larry Miller, Public Works and Utilities Coordinator

I. RECOMMENDATION:

Authorize Staff to Enter into an Agreement with SWCA, Inc. for Environmental Services Related to Trail Segment 3N.

II. BACKGROUND:

On January 9, 2024 staff issued a request for proposal for environmental services related to trail segment 3N. This posting was advertised until February 8th, and only one response was received. Staff then sought a non-competitive bid award, and received permission from the State.

III. DISCUSSION:

Trail segment 3N is located between Acabedo and Amandako Trailer park. This runs through what is colloquially known as the "Old School Farm". This particular section will be replacing the bridge over the creek and run to Acabedo. Environmental studies are required for this project. This agreement aims to complete those requirements so that we may move onto right of way acquisition and eventually to the building phase.

We are seeking authorization to move forward with SWCA to accomplish this endeavor. We have utilized this firm for other sections of the trails, and have had very good results.

IV. ALTERNATIVES:

Do not authorize and repost the proposal - Not Recommended.

V. FISCAL IMPACT:

The cost agreement indicates that this project will require a funding amount of \$75,173.38. This will be entirely grant funded, and there is no foreseen issue with these costs.

ATTACHMENTS:

File Name	Description
 Professional_Services_Agreement_SWCA_2024(3NEnvironmentalServices).pdf	Professional Services Agreement_SWCA_2024(3NEnvironmentalServices)

AGREEMENT FOR SWCA TO PROVIDE ENVIRONMENTAL SERVICES FOR TRAIL SEGMENT 3N

This Agreement for Professional Services (“Agreement”) is made and entered into this March 21, 2024, by and between the City of Coalinga, a Municipal Corporation (“City”), and SWCA (“Provider”).

RECITALS

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

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

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

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

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

2. **Scope of Services.** The Provider shall perform professional services, in accordance with all the provisions of this Agreement. The Scope of Work is attached hereto as Exhibit 1. Provider estimates that at \$75,173.38, they can provide the city with services. Provider shall correct any and all errors and/or omissions, which arise out of Provider’s negligence or intentional misconduct, in the performance of the Services and any documents resulting therefrom even though City has accepted said Services or documents. Provider shall make such corrections upon City’s request and at no cost or expense to City.

3. **Time of Performance.** This agreement shall remain in effect until March 31, 2024. Contract time of completion for individual projects will be agreed upon before assignment of each project to Provider. Services designated in the scope of work shall be completed on agreed date unless prior written approval for a time extension has been granted by Sean Brewer.

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

agreement and when the Prevailing Wage for services included in this agreement increases by the same amount approved for increase by the Department of Industrial Relations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

City of Coalinga
155 West Durian
Coalinga, California 93210

PROVIDER:

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

CITY OF COALINGA, a Municipal Corporation

By: _____
Sean Brewer, Assistant City Manager

PROVIDER

By: _____
Jacqueline Markley, Environmental Planner

Exhibit 1
Scope of Work

E. SCOPE OF WORK

1. SCOPE OF WORK

The following scope of services identifies the tasks SWCA will complete to prepare an Initial Study, anticipated to lead to an MND, and technical studies required for CEQA and NEPA compliance that are independent, objective, and unbiased. Our project team has a reputation and long-demonstrated capacity to prepare neutral and unbiased environmental documents. Our team would apply this high level of integrity and independent judgement to the environmental compliance documentation for the proposed project.

As discussed previously, we believe we can utilize our recent and ongoing experience preparing CEQA/NEPA technical reports for Segments 1, 2, 3, 4, 9, 13 and 14 of the TMP to build efficiencies in our scope and budget for this project. We would do so by building on our existing knowledge of the project, project area, resources of concern, and familiarity with Caltrans staff and local tribal groups; repurposing previous deliverables as templates for the proposed project; and implementing previous feedback we received from Caltrans staff and local tribal groups on the deliverables prepared for the previous TMP projects we have supported. Our approach to building these efficiencies into our scope is detailed below.

A. TASK 1: INFORMATION REVIEW, PROJECT DESCRIPTION, AND PRELIMINARY ENVIRONMENT STUDY FORM

Task 1.1: Project Management

SWCA project management will include general management of the SWCA team, coordination and correspondence with the City, management of the project scope and budget, and QA/QC. [SWCA Project Manager / Senior Environmental Planner Jacqueline Markley](#) will be the day-to-day contact and responsible for overseeing all aspects of the environmental analysis, communicating and coordinating with City staff, and ensuring adherence to the schedule and budget. This task also includes ongoing correspondence and periodic meetings with City staff to discuss the progress of the project and any items needing additional coordination.

Task 1.2: Information Review

Following receipt of notice to proceed (NTP), SWCA staff will review all background documents, project documents, and project design plans available and prepare a request for information (RFI) for any additional project details that are needed to prepare a thorough project description that meets funding requirements, controls the scope of the environmental process, and ensures consistency among all CEQA/NEPA deliverables.

Task 1.3: Project Description

Following NTP and feedback from the City in response to the RFI, SWCA will coordinate with the City to prepare the draft project description for review by the City based on the project plans (as available or modified, as necessary) and existing documentation, as well as any additional information provided by the project team. The project description will also include any details pertinent to CEQA analysis. Upon receipt of comments on the draft submittal, SWCA will finalize the project description and prepare a revised draft for City review prior to finalizing for use in CEQA/NEPA technical reports.

Task 1.4: Preliminary Environmental Study Form

SWCA will prepare a PES form, using the most updated version available on the Caltrans SER, which is required for all Local Assistance projects. The content of the PES will be populated with information that would have been gathered during preparation of the TMP, and the PES will provide sufficient information to determine the

environmental issues to be addressed and the evaluations and/or studies that must be undertaken for CEQA/NEPA environmental clearance. Sections A–G of the PES must be completed, and an early coordination meeting with the City and Caltrans District Local Assistant Engineer (DLAE) will be requested. Based on our recent experience, we anticipate this meeting may be virtual or may not be necessary, as determined by Caltrans staff. This task includes a site visit and participation in the early coordination meeting with Caltrans (anticipated to be via conference call) by [SWCA Project Manager Jacqueline Markley](#). SWCA will utilize the PES prepared and approved by Caltrans for Segments 1, 2, 13, and 14 as an example and will take previous Caltrans feedback into consideration while preparing the PES for this project to avoid receiving redundant comments from Caltrans and hopefully facilitate a faster review process. SWCA staff will also be available to assist City staff with any follow-up coordination with Caltrans if questions about the PES arise.

B. TASK 2: INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

Task 2.1: Administrative Draft IS/MND

SWCA will prepare the Administrative Draft IS/MND using the City's preferred template (or using the IS/MND prepared by SWCA for Segments 1, 2, 13, and 14 as a template). Preparation of the CEQA IS Checklist will include an assessment of all resources as required by State CEQA Guidelines Appendix G. The environmental analysis will incorporate all previously prepared technical studies and any information provided by the City, its subconsultants, or other agencies. Project-specific air emissions will be quantified using the California Emission Estimator Model (CalEEMod), and output spreadsheets will be included as an attachment to the IS/MND. Additional background information will be obtained from the City of Coalinga General Plan, the TMP, any applicable planning documents, resource agency online documents, and our in-house library.

The Administrative Draft IS/MND will be written in language understandable to the public and decision makers and will utilize graphics and tables to clearly present information. It will be concise and focus on the most important issues identified through public and/or internal scoping. Key issue areas are anticipated to include biological resources, noise, and temporary construction-related impacts. The IS/MND will include a Mitigation Monitoring and Reporting Program (MMRP), which will identify each mitigation measure, the appropriate milestone or timing to implement the measure, the responsible party, and any reporting requirements.

Task 2.2: Draft IS/MND and CEQA Noticing

This task assumes up to two rounds of City review and revision for all sections of the IS/MND. Following receipt of comments from the City, SWCA will finalize the Draft IS/MND and MMRP for public review and circulation. SWCA will prepare all required CEQA notices, including the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI), Summary Form for State Clearinghouse submittal, and Notice of Completion (NOC). SWCA will submit electronic copies of the Draft IS/MND, MMRP, and notices and assumes the City will reproduce the IS/MND and submit to all agencies and interested parties identified on a City-approved mailing list, including the State Clearinghouse for circulation. SWCA assumes the City will be responsible for all public noticing, such as onsite posting, newspaper advertisement listing, and filing the NOC with the Fresno County Clerk.

Task 2.3: Response to Comments and Final IS/MND

After the close of the 30-day public comment period on the Draft IS/MND, SWCA will review agency and public comments received by the City. Although not strictly required by CEQA for an MND, if requested by the City, SWCA will prepare written responses to substantive comments received on the IS/MND for the administrative record and to inform decision makers. SWCA assumes no more than 10 substantive comments will require responses. SWCA will incorporate any necessary clarifications and edits and prepare the Final IS/MND and MMRP. SWCA will prepare a draft Notice of Determination (NOD) for the City's review and assumes the City will file the NOD at the Fresno County

Clerk upon final project determination. This task does not include payment of California Department of Fish and Wildlife (CDFW) CEQA Environmental Document Filing Fees or Fresno County Clerk processing fees.

C. TASK 3: ANTICIPATED TECHNICAL STUDIES

Based on our understanding of the project, project area, resources of concern, and experience preparing the PES and technical studies for Segments 1, 2, 3, 4, 9, 13, and 14, as well as our coordination with Caltrans staff during the preparation of those deliverables, we have identified the following technical studies we anticipate will be identified in the PES for this project. To the extent feasible, SWCA will utilize previously prepared technical studies as templates for preparing the following technical studies to be as efficient as possible with our budget and schedule.

Task 3.1: Natural Environment Study – Minimal Impacts

SWCA understands biological resources, including wetlands and special-status species, were considered during preparation of the TMP and wetlands were found to be present in the vicinity of Segment 3. The following 22 special-status species are considered to have the potential to occur in the city of Coalinga:

- great Valley Mesquite Scrub
- pale-yellow layia (California Native Plant Society [CNPS] Rank 1B.1)
- San Joaquin woollythreads (Federal Endangered)
- forked fiddleneck (CNPS Rank 4.2)
- California jewelflower (Federal Endangered, State Endangered)
- Hoover's eriastrum (CNPS Rank 4.2)
- recurved larkspur (CNPS Rank 1B.2)
- Northern California legless lizard (State Species of Special Concern [SSC])
- California glossy snake (State SSC)
- San Joaquin coachwhip (State SSC)
- blunt-nosed leopard lizard (Federal Endangered, State Endangered)
- Hopping's blister beetle (CDFW Special Animal)
- Morrison's blister beetle (CDFW Special Animal)
- tricolored blackbird (State Threatened)
- LeConte's thrasher (State SSC)
- burrowing owl (State SSC)
- Swainson's hawk (State Threatened)
- short-nosed kangaroo rat (State SSC)
- western mastiff bat (State SSC)
- American badger (State SSC)
- San Joaquin kit fox (Federal Endangered, State Threatened)
- San Joaquin pocket mouse (State SSC)

SWCA will evaluate the presence/absence of sensitive botanical and wildlife resources and provide the findings in an NES-MI. The NES-MI will consist of an impact analysis of the sensitive biological resources with potential to occur within the project impact area. In preparation of this proposal, SWCA has reviewed the existing data and conducted an updated review of species that would need to be evaluated for this project. This list of species was acquired through a 5-mile radius search of the project impact area, through queries of the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) planning tool and CDFW California Natural Diversity Database (CNDDB).

In support of the NES-MI, SWCA would request an official species list from the USFWS, which lists all federal species that would need to be taken into consideration. SWCA will also reach out to the Caltrans District Biologist to request that Caltrans submit a request for a species list from the National Oceanic and Atmospheric Administration National Marine Fisheries Service (NOAA Fisheries) as a matter of protocol, even though we do not anticipate any impacts to sensitive aquatic species. This is a required protocol of Caltrans and may be subject to change in the future by NOAA. Per Caltrans requirements, the official species lists must be acquired within 6 months of submitting the NES-MI for review.

Following the database search and literature review, SWCA will coordinate with our subconsultant Aardvark to conduct a seasonally-timed field survey to collect the baseline information for vegetation communities, habitat types, and plant and wildlife species. Resources identified during the field survey will be mapped with Global Positioning System (GPS)/GIS and overlain on plans and/or aerials provided by the City.

The botanical survey will follow the applicable guidelines from the USFWS *General Rare Plant Survey Guidelines* and CDFW *Guidelines for Assessing the Effects of Proposed Projects on Rare, Threatened, and Endangered Plants and Natural Communities*. Reconnaissance wildlife surveys will be conducted concurrently with the botanical surveys to add to the previous botanical and wildlife inventory.

We understand wetland resources are present in the vicinity of Segment 3; however, we assume the project would be designed to avoid impacts to the creek and associated aquatic resources and that a formal jurisdictional delineation will not be necessary. If determined necessary by the City or Caltrans, SWCA can provide this service under a contract amendment.

The NES-MI will include a description of each project alternative currently under consideration; regulatory overview; study methods; documentation of existing conditions; special-status plant and animal species, sensitive habitats, and aquatic features; evaluation of permanent, temporary, direct, indirect, and cumulative impacts; and recommended avoidance and minimization measures. The NES-MI will also adequately address invasive plant species as required by Executive Order 13112.

SWCA feels our team is particularly well qualified to prepare the NES-MI in the most efficient manner possible since our staff have already completed biological and botanical surveys for Segments 1, 2, 3, 4, 9, 13 and 14. Our staff have prepared and are currently preparing several NES-MI documents for various local agency clients, and our biologists have prepared NES-MIs directly for Caltrans under a 9-year staff augmentation contract with Caltrans District 5. SWCA has a very thorough understanding of the NES-MI template and requirements. To maintain a high level of efficiency, SWCA would use existing documents from the area to the extent feasible, which would be primarily used as reference to capture existing data on species occurrences in the region. SWCA will compile information from these individual studies and will use the most current Caltrans SER template available to prepare the Draft NES-MI for submittal to Caltrans.

Task 3.2 Biological Assessment

If, during preparation of the NES-MI, the project is determined to have the potential to result in adverse effects to a federally listed species or critical habitat that necessitate mitigation, preparation of a BA will be required. The BA shall be prepared to evaluate the potential impacts to species that are listed as threatened, endangered, or candidate species under the FESA. The BA shall be prepared in accordance with the legal requirement found in Section 7(a)(2) of the FESA (16 United States Code [USC] 1536(c) and shall follow the latest template in the Caltrans SER.

Task 3.3: Cultural Resources Studies

Task 3.3.1: Archaeological Survey Report

Area of Potential Effects Mapping Assistance

SWCA will prepare an Area of Potential Effects (APE) map that includes a delineation of the area of direct impact and area of indirect effects. The map will depict the existing and proposed right-of-way, staging areas, and location of any cultural resources identified in the APE. The map will be created at a scale of 1":200' and printed on 11 × 17 sheets. The APE map will be consistent with the guidance in the Caltrans SER and consistent with previous guidance received from Caltrans staff. The APE map will also include the appropriate signature blocks for Caltrans reviewers.

Records Search

SWCA will conduct a records search for the project area at the California Historical Resources Information System (CHRIS) Southern San Joaquin Valley Information Center (SSJVIC), located at California State University, Bakersfield. SWCA assumes that Caltrans will require a 1-mile search radius. SWCA further assumes that the records search will be completed at the SSJVIC for a maximum direct cost of \$900.00 and will be conducted at standard rates. If rush rates are required, then a Change Order may be necessary. We will also check to see how the records search results we received for previous segments can be used to avoid any unnecessary overlap with this records search to try to reduce costs.

Native American Coordination

Pursuant to 36 Code of Federal Regulations (CFR) Section 800.4(a)(3), preparation of the ASR and HPSR will include coordination with up to 20 local Native American individuals and groups who may have knowledge of, or concerns about, Native American resources in the area. SWCA will initiate this task by contacting the NAHC to request a Sacred Lands File search and a list of Native American contacts. Upon receipt of the Sacred Lands File search, SWCA will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, concerning any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two telephone calls will be made to each of the Native American groups on the NAHC list to document good-faith efforts at follow-up. This consultation is for NHPA Section 106 purposes only. SWCA assumes that the City will conduct Native American consultation as required by AB 52.

Archaeological Survey Report

SWCA will conduct an intensive-level archaeological survey of the area of direct impacts. SWCA will survey the APE and prepare updates to the California Department of Parks and Recreation (DPR) 523 Series forms for the portion of the site within the APE. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Upon completion of the field survey, SWCA will prepare the ASR according to Caltrans' current guidance as specified in the SER. The ASR will document the results of the records search, Native American scoping, and field survey. The report will include maps depicting the area surveyed for cultural resources. Locations of sensitive archaeological sites or Native American cultural resources may be depicted or described in the report and will be considered confidential; therefore, the report may not be distributed to the public. This report will be submitted to the City and Caltrans for review.

SWCA assumes that no archaeological resources will be encountered; any additional previously unrecorded or newly recorded archaeological resources identified during the records search or survey would require a change order for formal recordation. The survey area will be limited to the direct APE. SWCA assumes that preparation of the ASR will not require more than one revision based on comments from Caltrans or the City.

Task 3.3.2: Historic Resources Evaluation Report

SWCA understands that portions of the areas surrounding the APE were historically developed, and historical resources may be required to be evaluated as part of the cultural resources studies. SWCA understands that several prior studies (including those prepared for previous segments and by Caltrans for work along State Route 99) have been conducted within and near the APE, which, upon receipt of the records search effort described under [Task 3.3.1](#), will be reviewed for adequacy and applicability to the current project. The following is a basic summary of steps taken to complete the HRER.

Local Governments/Local Historic Group Coordination

Pursuant to 36 CFR 800.4(a)(3), documentation will include coordination with up to five individuals and organizations who may have knowledge of, or concerns with, historic properties in the area. Coordination will include inquiries to local governments and historic groups regarding their knowledge of historic properties in the immediate vicinity of the APE. Up to two telephone calls will be made to each of the groups to document “good-faith” efforts of follow-up.

Built Environment Survey, Archival Research, and California Department of Parks and Recreation Forms

Our qualified architectural history team—led by [SWCA Senior Architectural Historian Paula Carr](#), a former Caltrans Senior Architectural Historian—is highly familiar with the SER *Volume 2, Cultural Resources: Exhibit 1.1*, which outlines the 2014 *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as It Pertains to the Administration of the Federal-Aid Highway Program in California* (Caltrans PA). In addition to providing guidance for the assessment of effects to historic properties, the Caltrans PA provides evaluation exemptions for various types of properties within the APE, including those that visibly lack integrity.

Per Caltrans requirements, SWCA qualified architectural historians will direct an intensive-level survey of the entire APE to identify and document previously unrecorded historic properties that may be impacted by the proposed project. For the purposes of this proposal and cost estimate, SWCA assumes that the APE will include the direct project footprint and any adjacent buildings, structures, or objects. During the survey, architectural historians will record each property address within the APE using tablet computers prepopulated with relevant data about the project area and its setting to streamline and accelerate the field recordation process. Field documentation will also include digital photographs of each property to support field observations. Following the field survey, archival research will be conducted to ascertain the age, alterations, and significance of each architectural resource. The archival research will entail a review of historic documents, records, and photographs for information about each property and resources that may be contained therein. Properties that are found to be significantly altered and no longer contain sufficient integrity to convey their historical significance will be exempted from further study, in accordance with the Caltrans PA. Details of these properties and the justification for their exemption will be presented to the Caltrans reviewer for concurrence.

Properties that do not qualify for exemption in accordance with the Caltrans PA will be formally recorded on individual DPR Series 523 forms and will be evaluated for listing in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR), and for local listing. SWCA understands that the project area is highly urbanized with buildings older than 45 years of age, some of which have not been previously evaluated for historical significance. SWCA assumes that a maximum of four properties containing buildings of historic age, that cannot be exempted in accordance with the Caltrans PA, are located within the project area and would require recordation on DPR Series 523 forms. Should additional resources older than 45 years be identified within the project area, SWCA would request a change order to conduct the additional work.

Historical Resources Evaluation Report

Upon completion of the APE map, coordination with local historical groups, and the built environment survey and archival research, SWCA will prepare an HRER. The HRER will be prepared according to current guidance as specified in Caltrans SER Volume 2. SWCA assumes only one round of revisions to the HRER will be required.

Task 3.3.3: Historic Property Survey Report

Upon completion of the ASR ([Task 3.3.1](#)), SWCA will prepare a short-format Caltrans HPSR according to Caltrans’ current guidance, as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description; a description of the APE; details of coordination

with Native American groups/individuals, local government, and historic groups; a summary of identification efforts; information regarding any properties identified within the APE; a list of attached documentation; and the findings of the study. SWCA assumes that only one revision to the HPSR will be required. If the project APE is found to contain historic properties, as described under NHPA Section 106, additional cultural studies would become necessary, SWCA has provided additional budget to include up to four additional resources.

Task 3.4: Phase I Initial Site Assessment

Haro Environmental will prepare a Phase I ISA consistent with ASTM Standard E1527-13, *Standard Practice for Environmental Site Assessments* and Caltrans SER *Environmental Guidance Handbook, Volume 1, Chapter 10 Hazardous Materials, Hazardous Waste, and Contamination, Initial Site Assessment*. The purpose of the ISA is to evaluate the potential for soil or groundwater contamination from current or past use, storage, and/or handling of hazardous materials on or near the project area. To evaluate the potential for hazardous materials, Haro Environmental will research the past land use near the project area through aerial photographs, oil and gas well maps, interviews, and other records.

Haro Environmental will prepare a report summarizing the results of the ISA, which will present the findings regarding past land use on and around the project area, an opinion regarding the potential for soil or groundwater contamination potentially affecting the project area, the potential for lead-based paint and asbestos, and recommendations for additional assessment, if deemed necessary. The collection and analysis of any media (e.g., soil, groundwater) is not part of this scope. Based on the findings of the ISA, recommendations for additional assessment including a PSI will be provided, if warranted.

2. DELIVERABLES

SWCA is proposing the following deliverables for the project, identified by task:

- **Task 1: Information Review, Project Description, and Preliminary Environment Study Form**
 - Request for Information
 - Project Description
 - Preliminary Environment Study Form
- **Task 2: Initial Study and Mitigated Negative Declaration**
 - Administrative Draft Initial Study/Mitigated Negative Declaration
 - Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
 - Notice of Intent (NOI), Notice of Availability (NOA), Notice of Completion (NOC), State Clearinghouse Summary Form
 - Response to Comments and Final IS/MND
 - Notice of Determination
- **Task 3: Anticipated Technical Studies**
 - Natural Environment Study – Minimal Impacts
 - Biological Assessment (if necessary)
 - Area of Potential Effects Map
 - Archaeological Survey Report
 - Historic Resources Evaluation Report
 - Historic Property Survey Report
 - Phase I Initial Site Assessment

3. COST CONTROL AND BUDGETING METHODOLOGY

SWCA understands that agency staff and management have a vested interest in the final product and are required to defend the content and recommendations found in these documents to decision makers and the public. SWCA also understands that agency staff and management are often constrained by strict budget and schedule limitations. SWCA's philosophy in preparing CEQA- and NEPA-compliant documents includes working closely with the lead agency with respect to potentially critical issues that are identified at any point in the document preparation process.

By communicating frequently throughout each project's preparation period, SWCA's project manager will keep City staff informed of the status, budget, and approach for the project. If requested, we can also prepare regular progress reports, which are sent out via e-mail to the SWCA team and client to provide updates on the status and budget. The progress reports identify action items that have been completed or are still pending and document the progress of tasks identified in the scope of work. Whether it is through the use of regular status reports or other means, by communicating frequently throughout the project, we keep clients fully informed about project progress and identify issues that need to be quickly resolved. This process ensures that the project is kept within the agreed upon schedule, scope, and budget.

SWCA has a successful record of meeting or beating document delivery deadlines and client schedule expectations. To ensure that the same is true for this project, SWCA will develop a detailed schedule for the project that identifies critical (high-level) project milestones (such as posting public notices and/or delivery of draft and final documents to Caltrans), as well as independent, detailed individual tasks and action items (such as step-by-step review cycles) with the critical milestones. This schedule will be maintained throughout the life of the project. To ensure compliance with the project schedule and budget, [SWCA Project Manager / Senior Environmental Planner Jacqueline Markley](#) will regularly review the project schedule, update the schedule as necessary, closely track critical path items, and look to identify potential "pinch points" that could jeopardize critical milestones or affect the budget. This information will be provided to the City as part of regular status calls, as well as recommendations for resolution.

Staff availability and responsiveness are critical elements to consider when managing and delivering work on projects with a constrained schedule and/or budget. We have dedicated staff for this project and ensure, through schedule and workload forecasting, that they can fully support the project from start to finish. If key personnel become unavailable through uncontrollable circumstances (i.e., illness, family, etc.), the SWCA team has a deep bench of staff that we can draw from to ensure that we still meet our proposed schedule and budget. SWCA is unique in our ability to ensure timely completion of projects on time and within the approved budget because of our number of experienced local professionals.

4. ADDITIONAL INFORMATION

A. COST AND SCHEDULE MINIMIZATION

Our team strongly believes that the practice of high-quality, responsive work is the essence of cost optimization. We integrate cost-saving strategies into every project, including allocating local qualified staff to a project, using proven project tracking to prioritize and ensure key deliverables are on schedule, and implementing our rigorous QA/QC process.

Our cost-saving strategies include the following:

1. SWCA has developed standardized data collection procedures, data forms, and QA/QC to reduce time spent on tasks while ensuring a consistent, quality product.

2. SWCA selects our project team members based on their deployment locations and local resource knowledge to expedite field mobilization and utilize staff members who are most knowledgeable in the area and potential resources of concern.
3. SWCA coordinates closely with our clients to schedule tasks during the appropriate timeframes to reduce the need for repeated work, should there be project delays.
4. SWCA has planners and resource specialists who are cross-trained in several disciplines, enabling them, during site visits, walkdowns, or agency meetings, to discuss and review with the team many disciplines, as opposed to sending multiple technical specialists to represent each discipline.
5. SWCA implements a project-tracking system that was developed to efficiently manage project tasks.
6. SWCA helps clients decide where certain tasks, such as biological and/or cultural monitoring, should be focused, and the extent of monitoring/reporting needed based on the constraints identified at project locations.

SWCA has a successful record of meeting or beating document delivery deadlines and client schedule expectations. To ensure that the same is true for City projects, SWCA will develop a detailed schedule for the project that identifies both critical (high-level) project milestones (such as publication of an NOI and/or delivery of Draft and Final IS/MNDs), as well as independent, detailed individual tasks and action items (such as step-by-step review cycles) with the critical milestones. This schedule will be maintained throughout the life of the project.

For this specific project, SWCA also has the benefit of being able to utilize our recent and ongoing experience preparing CEQA/NEPA technical reports for Segments 1, 2, 3, 4, 9, 13, and 14 of the City's TMP to build efficiencies in our scope and budget for this project. We believe this will enable us to be more cost effective and facilitate a quicker overall schedule for this project.

F. SCHEDULE OF WORK

SWCA is prepared to initiate this scope of work immediately after receiving a signed contract and NTP. SWCA will commence the scope of work described above immediately following NTP ([Table 2](#)).

Table 2. Proposed Schedule

MILESTONE	TIMEFRAME ¹
TASK 1: INFORMATION REVIEW, PROJECT DESCRIPTION, AND PRELIMINARY ENVIRONMENT STUDY FORM	
Task 1.1: Project Management	Throughout project duration
Task 1.2: Information Review	2 weeks following NTP
Task 1.3: Project Description	2 weeks following response to RFI
Task 1.4: Preliminary Environmental Study Form	2 weeks following approval of Project Description
TASK 2: INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION	
Task 2.1: Administrative Draft IS/MND	30 days following completion of technical studies
Task 2.2: Draft IS/MND and CEQA Noticing	2 weeks following receipt of comments on Admin IS/MND
Task 2.3: Response to Comments and Final IS/MND	2 weeks following close of 30-day public review period
TASK 3: ANTICIPATED TECHNICAL STUDIES	
Task 3.1: Natural Environment Study – Minimal Impacts	4–6 weeks ²
Task 3.2: Biological Assessment (if necessary)	2-4 weeks following approval of NES-MI ³

Initial: City_____ Provider_____

Exhibit 2 Fee Schedule

EXHIBIT 10-H COST PROPOSAL

Page 1 of 2

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: SWCA, Incorporated Contract No.: _____ Date: 3/1/2024

DIRECT LABOR

Classification/Title	Name	Rate Range	Hours	Initial Actual Hourly Rate	Total
Planning Specialist XI	Jacqueline Markley	56.11-61.20	82.00	\$ 58.08	\$ 4,762.56
Planning Specialist X	TBD	51.01-56.10	-	\$ -	\$ -
Planning Specialist IX	TBD	44.91-51.00	-	\$ -	\$ -
Planning Specialist VIII	TBD	39.81-44.90	-	\$ -	\$ -
Planning Specialist VII	TBD	36.71-39.80	-	\$ -	\$ -
Planning Specialist VI	TBD	33.71-36.70	-	\$ -	\$ -
Planning Specialist V	TBD	29.61-33.70	126.00	\$ 32.68	\$ 4,117.68
Cultural Resources Specialist XII	TBD	61.21-66.30	16.00	\$ 65.03	\$ 1,040.48
Cultural Resources Specialist XI	TBD	56.11-61.20	108.00	\$ 59.93	\$ 6,472.44
Cultural Resources Specialist X	TBD	51.01-56.10	6.00	\$ 54.83	\$ 328.98
Cultural Resources Specialist IX	TBD	44.91-51.00	-	\$ -	\$ -
Cultural Resources Specialist VIII	TBD	39.81-44.90	-	\$ -	\$ -
Cultural Resources Specialist VII	TBD	36.71-39.80	-	\$ -	\$ -
Cultural Resources Specialist VI	TBD	33.71-36.70	-	\$ -	\$ -
Cultural Resources Specialist V	TBD	29.61-33.70	40.00	\$ 32.68	\$ 1,307.20
Subject Matter Expert	TBD	66.31-102.00	8.00	\$ 100.00	\$ 800.00
Technical Writer/Editor Specialist VII	TBD	36.71-39.80	36.00	\$ 39.03	\$ 1,405.08
GIS/CADD Specialist VI	TBD	33.71-36.70	28.00	\$ 35.95	\$ 1,006.60
Project Controls Specialist VI	TBD	33.71-36.70	2.00	\$ 35.95	\$ 71.90

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 21,312.92
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS	\$ 21,312.92

FRINGE BENEFITS

d) Fringe Benefits Rate: <u>52.55%</u>	e) TOTAL FRINGE BENEFITS \$ 11,199.94
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INDIRECT COSTS

f) Overhead Rate: <u>60.92%</u>	g) Overhead \$ 12,983.83
h) General and Administrative Rate: <u>61.89%</u>	i) Gen & Admin \$ 13,190.57
	j) TOTAL INDIRECT COSTS \$ 26,174.40

FEE (Profit)

q) Rate: <u>10.00%</u>	k) TOTAL FIXED PROFIT \$ 5,868.73
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TOTAL LABOR COSTS

\$ 64,555.98

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage/Vehicle (supported by consultant actual costs)	<u>220</u>	\$ 0.670	\$ 147.40
m) Equipment Rental and Supplies (itemize)	<u>0</u>	\$ -	\$ -
Materials Testing/Laboratory Tests			
n) (see attached Materials Testing/Laboratory Tests)	<u>1</u>	\$ 500	\$ 500.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>1</u>	\$ 9,970.00	\$ 9,970.00
p) TOTAL OTHER DIRECT COSTS			\$ 10,617.40

TOTAL COST \$ 75,173.38

NOTES:

- Employees subject to prevailing wage (PW) requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL

Page 2 of 2

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: SWCA, Incorporated

Contract No.: _____

Date: 3/1/2024

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$21,312.92	452	=	47.152478	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$47.15	+	3%	=	\$48.57	Year 2 Avg Hourly Rate
Year 2	\$48.57	+	3%	=	\$50.02	Year 3 Avg Hourly Rate
Year 3	\$50.02	+	3%	=	\$51.52	Year 4 Avg Hourly Rate
Year 4	\$51.52	+	3%	=	\$53.07	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	452	=	452	Estimated Hours Year 1
Year 2	0.0%	*	452	=	0	Estimated Hours Year 2
Year 3	0.0%	*	452	=	0	Estimated Hours Year 3
Year 4	0.0%	*	452	=	0	Estimated Hours Year 4
Year 5	0.0%	*	452	=	0	Estimated Hours Year 5
Total	100%		Total	=	452	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.15	*	452	=	\$21,312.92	Estimated Hours Year 1
Year 2	\$48.57	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$50.02	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$51.52	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.07	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$21,312.92	
Direct Labor Subtotal before Escalation				=	\$21,312.92	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

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

Subject: Declare Miscellaneous Office Furniture, Junk Metal, Registers and Old Meters as Surplus and Authorize Disposal
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Staff recommends the City Council declare miscellaneous items as stated as surplus and authorize disposal.

II. BACKGROUND:

Miscellaneous Office furniture

1 Desk with cabinet

10 Office Chairs

Approximately a 3-yard trailer worth of junk metal, registers and old meters as shown in attached photographs

III. DISCUSSION:

Office Items shall be donated to the Thrift Store or a local non-profit. Any unwanted items shall be disposed of.

A local resident, Adrian De Leon, is interested in hauling off the junk metal, registers and old meters at no cost to the City. Allowing him to do so would save the City approximately \$105.00 in dump fees.

IV. ALTERNATIVES:

Do not approve the surplus and disposal(not recommended).

V. FISCAL IMPACT:

None.

ATTACHMENTS:

	File Name	Description
☐	Surplus1.JPG	Photo 1
☐	Surplus2.JPG	Photo 2
☐	Surplus3.JPG	Photo 3







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

Subject: Authorize Reimbursement for up to \$3,000 Worth of Microchips to Gimme Love
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Marissa Trejo, City Manager

I. RECOMMENDATION:

City Manager recommends Council Authorize reimbursement to Gimme Love for up to \$3,000 worth of microchips.

II. BACKGROUND:

Gimme Love, a local non-profit organization, provides the community of Coalinga with low-cost spay and neuter services for cats and dogs. The program requires each animal to be microchipped.

On March 2, 2023, Council authorized the purchase of 400 microchips from Fresno Humane Animal Services to be used by Gimme Love in conjunction with their Spay and Neuter Grant. The cost was approximately \$3,180.

III. DISCUSSION:

On March 7, 2024, City Manager Trejo received an email from Lori Anderson with Gimme Love stating there are less than fifty (50) microchips remaining. They are planning on doing several events this year and would like the City to assist with purchasing additional microchips (email attached).

This item would authorize reimbursement to Gimme Love for up to \$3,000 worth of microchips.

IV. ALTERNATIVES:

Do not authorize reimbursement to Gimme Love for up to \$3,000 worth of microchips.

V. FISCAL IMPACT:

This is an unbudgeted General Fund expense of \$3,000 which would be reflected in Account Number 101-415-70440.

ATTACHMENTS:

File Name	Description
 GL_Microchip_Request_Email.pdf	Email

Marissa Trejo

From: lori anderson <gimmeloveanimalshelter@yahoo.com>
Sent: Thursday, March 7, 2024 2:07 PM
To: Marissa Trejo
Subject: Re: Microchips

9-10\$

[Sent from Yahoo Mail for iPhone](#)

On Thursday, March 7, 2024, 2:03 PM, Marissa Trejo <mtrejo@coalinga.com> wrote:

Hi, Lori. I apologize. I know I have asked this before, but don't remember what you said. How much is each microchip?

Marissa

From: lori anderson <gimmeloveanimalshelter@yahoo.com>
Sent: Thursday, March 7, 2024 1:41 PM
To: Marissa Trejo <mtrejo@coalinga.com>
Subject: Microchips

Hi Marissa. We are down to less than 50 microchips. We are planning on doing several events this year. March 30th we will be at the grand opening of Tractor Supply. Is the city still willing to help purchase more? I know it's ridiculous people won't pay for them but we feel it's important to keep doing it just to keep info on dogs here in this town. Any help you guys can give will be very much appreciated!

[Sent from Yahoo Mail for iPhone](#)

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

Subject: Authorize City Manager to Replace an HVAC Unit at City Hall
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Senior Administrative Analyst recommends the Council approves the replacement of a HVAC unit at the City Hall in the Finance Department and approve award to JW Heating and Air LLC.

II. BACKGROUND:

The Finance Department HVAC unit has been experiencing continuous problems. The unit's motor is starting to over amp and is making a loud noise due the the age of the unit.

III. DISCUSSION:

Due to the age of the HVAC unit repairs are no feasible. Staff reached out to the following HVAC businesses for a quote.

Company	Quote
JW Heating and Air LLC	\$19,345.58
NorthWind	\$25,226.00
Garza's Air Conditioning & Heating	No quote provided. No longer working on commercial units
JR's Heating and Cooling	No quote provide due to prevailing wage requirement.

IV. ALTERNATIVES:

Do not replace the unit at this time. Staff does not recommend.

V. FISCAL IMPACT:

The Building Maintenance budget has funds in Major Equipment Repairs and Maintenance for the replacement of the HVAC unit.

ATTACHMENTS:

	File Name	Description
▣	JWHeatingandAirLLC_.pdf	JW Heating and Air LLC Quote
▣	NorthWind_estimate.pdf	Northwind Quote

JW Heating and Air LLC

173 E Glenn Ave.
Coalinga, CA 93210

559-935-8313

License #959389

Estimate

Date	Estimate #
3/13/2024	282
P.O. No.	
City Building	

Name / Address
City of Coalinga 155 W. Durian Ave. Coalinga, CA 93210

Description	Qty	Rate	Tax	Total
#RGV102HD2A0AAA Arcoaire RT-GE 8.5T LH 208/2303ph	1	13,217.69		13,217.69T
Arcosire Economizer	1	2,011.11		2,011.11T
Crane service for Job	1	700.00		700.00
Labor	1	2,050.00		2,050.00
This Estimate is Good for 30 Days:			Subtotal	\$17,978.80
			Sales Tax (8.975%)	\$1,366.78
			Total	\$19,345.58



ESTIMATE	#2227
ESTIMATE DATE	Feb 29, 2024
EXPIRATION DATE	Mar 30, 2024
TOTAL	\$25,226.00

City of Coalinga
155 W Durian Ave
Coalinga, CA 93210

CONTACT US
556 E Walnut Ave
Tulare, CA 93274

(559) 935-1533
mgarcia@coalinga.com

(559) 837-0069
Office@HVACNorthwind.com

ESTIMATE

Services	qty	unit price	amount
8.5 Ton- Rooftop Package unit	1.0	\$25,226.00	\$25,226.00
Furnish and install rooftop package unit			
- Remove and disposal of existing equipment RTU #6			
- Replace existing RTU with IRGV102HE2A0AAA			
- Connect to existing utilities			
- Weather seal all connections			
- Replace existing gas line adaptations with gas line flex and shut off valve.			
- 1 year labor warranty			
- 1 year limited warranty provided by the manufacture			
- 5 year warranty on the compressor			
- 16 week lead time			

Services subtotal: \$25,226.00

Total \$25,226.00

Thank you for trusting us to service your needs.

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

Subject: Reject Claim for Damages Presented by Scott Alan Taylor
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Senior Administrative Analyst and City Manager recommend the City Council reject the claim for damages presented by Scott Alan Taylor.

II. BACKGROUND:

Scott Alan Taylor filed a claim with the City of Coalinga (see attached) received on February 29, 2024. The claim alleges a city employee was driving for the city at the time of the accident. The claim was sent to George Hills Company for review. After review and investigation of the claim, it was determined the parties named in this claim are not city employees. Since city employees were not involved in this accident, liability against the city is highly unlikely.

III. DISCUSSION:

George Hills Company recommends the claim be rejected since the parties named in the claim are not city employees. The parties involved in the loss were not employee(s) at the time of the accident. A letter will be sent to claimant's attorney warning of the consequences for continuing to pursue the wrong entity.

IV. ALTERNATIVES:

Accept the claim as presented by Scott Alan Taylor (staff does not recommend).

V. FISCAL IMPACT:

The fiscal impact to the General Fund will be determined by Council decision.

ATTACHMENTS:

File Name	Description
<input type="checkbox"/> Taylor_Scott_Alan-Claim_for_Damages_022924.pdf	Claim for Damages Scott Alan Taylor

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com

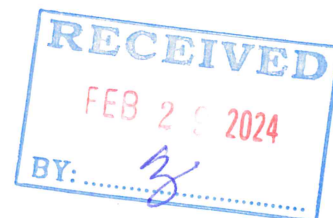


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Daniel DeSantis, Esq.
Jennifer P. Burkes, Esq.
Mary Caruso, Esq.
Johnny Ogata, Esq.
Stephanie Mazepa, Esq.
Gail Richardson, Esq.

Caryn Brotzman Sanders, Esq.
Don K. Ledgard, Esq.
Christopher Goodroe, Esq.
Ariella Perry, Esq.
Hazel Chang, Esq.
Sutton A. Shapiro, Esq.
Aleksandr Chalimbekov, Esq.
Brian Jacobson, Esq.
Shervin Ghanoongooi, Esq.
Megan Koster, Esq.
Alivia Abreu, Esq.

February 26, 2024



Via U.S. Mail and
Via Certified Mail, Return Receipt Requested

City of Coalinga
Office of the City Clerk
155 West Durian
Coalinga, CA 92870

Re: Claimant Scott Alan Taylor
Date of Incident: September 7, 2023
Location of Incident: Avenal Cutoff Road, north of Kent Avenue, in Kings County,
California

LIABILITY CLAIM FOR DAMAGES TO PERSON

To the City Clerk of the City of Coalinga:

Scott Alan Taylor hereby presents to the City of Coalinga a government claim pursuant to Government Code Section 910.

The cause of action of Scott Alan Taylor, as set forth in "Attachment A" attached to this letter, occurred on September 7, 2023, at approximately 8:00 p.m., on Avenal Cutoff Road, north of Kent Avenue, within Kings County, California. The subject collision was caused by the negligent conduct of Dedrick Dwayne Davis, who Claimant is informed and believes was an agent or employee of the City. The agent or employee of the City failed to exercise reasonable care in the operation of a vehicle which resulted in the Claimant sustaining significant injuries.

Claimant incorporates "Attachment A" herein by this reference to it for further details and information regarding the specific damage or injury, the circumstances that led to the damage or injury, and why the public entity is responsible for the damage or injury.

If Claimant files a lawsuit related to this matter, he will file it as an unlimited civil case and allege monetary damages greater than the jurisdictional minimum of the court.

All notices and communications concerning Scott Alan Taylor should be sent to his counsel of record, Jennifer P. Burkes, Esq., 3055 Wilshire Blvd. 12th Fl., Los Angeles, CA 90010.

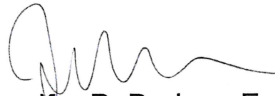
February 26, 2024
Page 2 of 2

Communications can also be made via email at jenniferburkesteam@wilshirelawfirm.com or by direct dial at (213) 381-9988.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sincerely,

WILSHIRE LAW FIRM, PLC

A handwritten signature in black ink, appearing to read 'Jennifer P. Burkes', with a stylized, flowing script.

Jennifer P. Burkes, Esq.
Direct Dial: (213) 659-3080

Encl.: Attachment A

ATTACHMENT “A”

ATTACHMENT A

Scott Alan Taylor (hereafter "Claimant") hereby presents the following information in support of his claim(s) against the City of Coalinga (hereafter "City") in satisfaction of the requirements under Government Code section 910.

General Description of the Damage, Loss, or Indebtedness Incurred

On or around September 7, 2023, at approximately 8:00 p.m., Claimant was traveling southbound on Avenal Cutoff Road when Dedrick Dwayne Davis, acting as an agent and/or employee of the City, was traveling northbound on Avenal Cutoff Road but then crossed into the southbound lane to attempt to pass another vehicle and directly into the path of the motorcycle Claimant was operating, thereby causing a collision. Upon impact, the motorcycle flipped and ejected Claimant. Dedrick Dwayne Davis, acting as an agent or employee of the City, failed to exercise reasonable care in the operation of a vehicle which resulted in Claimant sustaining significant injuries.

If Claimant files a lawsuit related to this matter, he will file it as an unlimited civil case and allege monetary damages in an amount greater than the jurisdictional minimum.

Government Entity's and/or Employees' Liability

The subject collision was caused by the negligent conduct of Dedrick Dwayne Davis, who was acting as an agent or employee of the City at the time of the collision. The City, either expressly or impliedly, required Dedrick Dwayne Davis to drive to and from the workplace, required Dedrick Dwayne Davis to have a motor vehicle available to him as a requirement of his job, required Dedrick Dwayne Davis to use his personal vehicle to carry out job duties or other acts for the benefit of the City, relied on Dedrick Dwayne Davis to have a motor vehicle available to carry out his job duties or business, as well as other conditions of employment.

Dedrick Dwayne Davis, while acting as an agent or employee of the City, failed to manage, maintain, control, and operate the vehicle he was driving in a safe and proper manner and with reasonable care. At the time and place of the subject incident,

1 this agent or employee of the City negligently, carelessly, and recklessly operated the
2 vehicle and the negligence or wrongful conduct of this government employee or agent
3 was a substantial factor in causing harm to Claimant.

4 It is further alleged that the City knew or should have known that the agent or
5 employee was unfit to operate the vehicle and was therefore negligent in hiring, training,
6 entrusting, or supervising the government employee or agent. In failing to do the
7 aforementioned, the City created a hazardous circumstance that endangered persons
8 and property, including the Claimant.

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10 Dated: February 26, 2024

WILSHIRE LAW FIRM, PLC

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12 By: 

Jennifer P. Burkes, Esq.

David Vartanian, Esq.

Attorneys for Claimant

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

Subject: Reject Claim for Damages Presented by Melissa Dorinda Florez Cunningham
Meeting Date: Thursday, March 21, 2024
From: Marissa Trejo, City Manager
Prepared by: Mercedes Garcia, Senior Administrative Analyst

I. RECOMMENDATION:

Senior Administrative Analyst and City Manager recommend the City Council reject the claim for damages presented by Melissa Dorinda Florez Cunningham.

II. BACKGROUND:

Melissa Dorinda Florez Cunningham filed a claim with the City of Coalinga (see attached) received on February 29, 2024. The claim alleges an act by an employee of the City of Coalinga. The claim was sent to George Hills Company for review. After review and investigation of the claim, it was determined the parties named in this claim are not city employees.

III. DISCUSSION:

George Hills Company recommends the claim be rejected since the parties named in the claim are not city employees. The parties involved in the loss were not employee(s) at the time of the accident. A letter will be sent to claimant's attorney warning of the consequences for continuing to pursue the wrong entity.

IV. ALTERNATIVES:

Accept the claim as presented by Melissa Dorinda Florez Cunningham (staff does not recommend).

V. FISCAL IMPACT:

The fiscal impact to the General Fund will be determined by Council decision.

ATTACHMENTS:

File Name	Description
□ CunninghamMelissaDorinaFlorez_022924.pdf	Cunningham_ClaimforDamages

WILSHIRE LAW FIRM, PLC

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Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.
Jon Teller, Esq.
Tae Kim, Esq.
Daniel DeSantis, Esq.
Jennifer P. Burkes, Esq.
Mary Caruso, Esq.
Johnny Ogata, Esq.
Stephanie Mazepa, Esq.
Gail Richardson, Esq.

Caryn Brotzman Sanders, Esq.
Don K. Ledgard, Esq.
Christopher Goodroe, Esq.
Ariella Perry, Esq.
Hazel Chang, Esq.
Sutton A. Shapiro, Esq.
Aleksandr Chalimbekov, Esq.
Brian Jacobson, Esq.
Shervin Ghanoongooi, Esq.
Megan Koster, Esq.
Alivia Abreu, Esq.

February 26, 2024



Via U.S. Mail and
Via Certified Mail, Return Receipt Requested

City of Coalinga
Office of the City Clerk
155 West Durian
Coalinga, CA 92870

Re: Claimant Melissa Dorinda Florez Cunningham
Date of Incident: September 7, 2023
Location of Incident: Avenal Cutoff Road, north of Kent Avenue, within Kings County,
California

LIABILITY CLAIM FOR DAMAGES TO PERSON

To the City Clerk for the City of Coalinga:

Melissa Dorinda Florez Cunningham hereby presents to the City of Coalinga a government claim pursuant to Government Code Section 910.

The cause of action of Melissa Dorinda Florez Cunningham, as set forth in "Attachment A" attached to this letter, occurred on September 7, 2023, at approximately 8:00 p.m., on Avenal Cutoff Road, north of Kent Avenue, in Kings County, California. The subject collision was caused by the negligent conduct of Dedrick Dwayne Davis, who Claimant is informed and believes was an agent or employee of the City. The agent or employee of the City failed to exercise reasonable care in the operation of a vehicle which resulted in the Claimant sustaining significant injuries.

Claimant incorporates "Attachment A" herein by this reference to it for further details and information regarding the specific damage or injury, the circumstances that led to the damage or injury, and why the public entity is responsible for the damage or injury.

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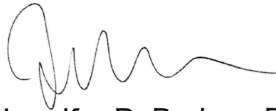
All notices and communications concerning Melissa Dorinda Florez Cunningham should be sent to her counsel of record, Jennifer P. Burkes, Esq., 3055 Wilshire Blvd. 12th Fl., Los Angeles, CA

90010. Communications can also be made via email at jenniferburkesteam@wilshirelawfirm.com or by direct dial at (213) 381-9988.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sincerely,

WILSHIRE LAW FIRM, PLC

A handwritten signature in black ink, appearing to read 'J. Burkes', with a stylized, flowing script.

Jennifer P. Burkes, Esq.
Direct Dial: (213) 659-3080

Encl.: Attachment "A"

ATTACHMENT “A”

ATTACHMENT A

Melissa D. Florez Cunningham (hereafter "Claimant") hereby presents the following information in support of her claim(s) against City of Coalinga (hereafter "City") in satisfaction of the requirements under Government Code section 910.

General Description of the Damage, Loss, or Indebtedness Incurred

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If Claimant files a lawsuit related to this matter, she will file it as an unlimited civil case and allege monetary damages in an amount greater than the jurisdictional minimum.

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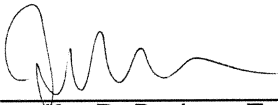
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3 vehicle and the negligence or wrongful conduct of this government employee or agent
4 was a substantial factor in causing harm to Claimant.

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6 employee was unfit to operate the vehicle and was therefore negligent in hiring, training,
7 entrusting, or supervising the government employee or agent. In failing to do the
8 aforementioned, the City created a hazardous circumstance that endangered persons
9 and property, including the Claimant.

10
11 Dated: February 26, 2024

12 **WILSHIRE LAW FIRM, PLC**

13 By: 
14 Jennifer P. Burkes, Esq.
15 David Vartanian, Esq.
16 Attorneys for Claimant